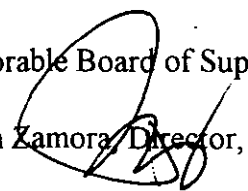


Date: **AUG 01 2001**
Hearing Date: **AUG 08 2001**

TO: Honorable Board of Supervisors

FROM: Brian Zamora , Director, Public Health and Environmental Protection

SUBJECT: Agreements with Poplar ReCare, Seton Mother-Infant Wellness Program, Pacifica Resource Center, Family Services Center – Mid-Peninsula, and Child Care Coordinating Council

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute agreements with:

1. Poplar ReCare (Poplar), Seton Mother-Infant Wellness Program (MIW), Pacifica Resource Center (PRC) and Family Services Center – Mid-Peninsula (FSC-MP) to provide the Prenatal to Three Initiative (Pre-to-Three) with community worker services; and
2. The Child Care Coordinating Council (Council) to provide Pre-to-Three with community worker childcare services and to provide the Adolescent Family Life Program (AFLP) and Black Infant Health (BIH) Program with childcare services.

Background

Pre-to-Three offers a variety of home-based services to pregnant women and children up to age three, including by community workers who usually share language and culture with the client. Based upon Requests for Proposals (RFP) in 1997 and 1998, six community-based organizations have contracted to provide community workers to Pre-to-Three. Four agencies - Poplar, MIW, PRC and FACES - continue as contractors and seventeen community workers are active today. In March 2001, an RFP was distributed to local not-for-profit organizations for the expansion of the number of community workers to twenty-one. Three agencies responded and all three were selected for contracts. One - FACES - already had community workers with Pre-to-Three and two were new applicants PRC and FSC-MP. The contract for FACES has a large Mental Health Services component and will be presented to the Board at a later date.

In 1992, AFLP and BIH first contracted with the Council to administer a childcare delivery system for eligible families participating in each of these programs. Similar services were contracted for Pre-to-Three clients beginning in 1997. The Council has continued to contract with Health Services to provide childcare subsidy services since that time.

The Council provides families who are eligible for AFLP, BIH and Pre-to-Three with childcare referrals that meet their specific needs and ensures full parental choice in the selection of providers. They further ensure that eligible families are interviewed and understand the Council's policies and procedures.

Discussion

Pre-to-Three community workers provide outreach and home visits for the purpose of health and nutrition education, parent support, client advocacy and case management. Each community worker follows a caseload of 25 to 40 families, the number varying according to whether they work on the high risk or low-moderate risk teams. They facilitate parent support and play groups throughout the county and staff the toll-free information and referral line. Another role for community workers is as liaisons with the primary care sites for pediatrics and obstetrics in the county, the birthing hospitals, and other agencies interested in the prenatal to age three population of the county. Community workers receive a thorough orientation to their work and are clinically supervised by licensed pediatric nurses. Child care subsidies are provided for clients of the AFLP, BIH and Pre-to-Three in order to allow the clients to participate in health education, general education, counseling and support group activities. The child care services provided enable clients to focus on the activity at hand without the added concern of addressing the needs of their children during the activity.

Performance Measures	2000-01 Actual	2001-02 Projected	2002-03 Projected	2003-04 Projected
Community Worker Services				
Number and percent of babies in Pre-to-Three who are breastfed	1,585 88%	1,611 88%	1,624 88%	1,624 88%
Child Care Subsidies				
Percent of low or very low birth weight births to teenage mothers in AFLP	8.2%	8.0%	7.9%	7.8%

Term

The Pre-to-Three portion of the agreements has a term of July 1, 2001 through June 30, 2004. The BIH and AFLP portion of the agreements has a term of July 1, 2001 through June 30, 2002. The agreements have been reviewed and approved by Risk Management and County Counsel.

Fiscal Impact

The cost for the three years of these four additional community workers and child care services for Pre-to-Three is \$2,007,083, broken down as follows: FY 2001-02 - \$649,352, FY 2002-03 - \$668,833, FY 2003-04 - \$688,898. During the next fiscal year, the \$649,352 cost to the Prenatal to Three Initiative will be offset by participation in federal Medi-Cal Program and grants (\$589,352) and through an estimated \$60,000 in County general funds for 10% COLA which is the net county cost. The cost for the one year of child care services to AFLP and BIH is \$16,000. The costs of the childcare subsidies for the state-funded AFLP and the BIH Programs are offset by \$1,000 from AFLP and \$1,000 from the BIH Program allocation. There is no net county cost for this portion of the agreement. All of the costs are included in the FY 2001-02 adopted budget.

RECOMMENDED



RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
POPLAR RE CARE (POPLAR), SETON MOTHER-INFANT WELLNESS PROGRAM,(MIW),
PACIFICA RESOURCE CENTER (PRC), FAMILY SERVICES CENTER
MID-PENINSULA (FSC-MP) AND THE CHILD CARE COORDINATING COUNCIL (COUNCIL)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and
acceptance an agreement, references to which are hereby made for further particulars, whereby Poplar
ReCare (Poplar), Seton Mother-Infant Wellness Program (MIW), Pacifica Resource Center (PRC) and
Family Services Center – Mid-Peninsula (FSC-MP) to provide the Prenatal to Three Initiative (Pre-to-
Three) with community worker services; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and
acceptance agreements, references to which is hereby made for further particulars, whereby the Child
Care Coordinating Council (Council) to provide Pre-to-Three with community worker and childcare
services and to provide the Adolescent Family Life Program (AFLP) and Black Infant Health (BIH)
Program with childcare services; and

WHEREAS, this Board has been presented with a form of the Agreements and has examined
and approved them as to both form and content and desires to enter into the Agreements:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board
hereby authorizes the President of this Board of Supervisors to execute said Agreements for and on
behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature
thereto.

AGREEMENT WITH CHILD CARE COORDINATING COUNCIL
FOR THE PROVISION OF COMMUNITY WORKER SERVICES
FOR THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD CARE COORDINATING COUNCIL, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Public Health Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide community worker services for the Prenatal to Three Initiative and provide child care training and services for the Prenatal to Three Initiative; Adolescent Family Life Program; and Prenatal Advantage, Black Infant Health Program, clients as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED SEVEN THOUSAND NINETY-SEVEN DOLLARS (\$707,097) for the three year contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Invoice Submission. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants,

resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$ 1,000,000
- 2) Motor Vehicle Liability Insurance \$ 1,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County, Prenatal to Three Initiative
Attention: Mary Hansell, Director
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:
Child Care Coordinating Council
Attention: Val Goines
700 So. Clarmont Street, Suite 107
San Mateo, CA 94402

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

CHILD CARE COORDINATING
COUNCIL

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: Jane E. Stolley

Date: _____

Date: June 26, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Child Care Coordinating Council, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination in, this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Child Care Coordinating Council
Name of Contractor(s) - Type or Print

700 So. Clarmont Street, Suite 107
Street Address or PO Box

San Mateo
City

CA

State

94402

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

June 21, 2001
Date

Gene E. Holler, Executive!
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

CHILD CARE COORDINATING COUNCIL: 2001-04

SCOPE OF WORK

I. Services to be Provided by Contractor are as follows:

A. Prenatal to Three Initiative from July 1, 2001 through June 30, 2004

Contractor agrees to the following scope of work:

1. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall hire four (4) community workers, who shall be assigned to the Prenatal to Three Initiative Project. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
2. The community workers shall be assigned to locations determined by County. The community workers shall share one (1) workstation at Contractor's facility with a desk and a phone. Each community worker shall have his/her own voice mailbox.
3. Staff supervision of the community workers shall be the responsibility of Contractor. Contractor shall assure that community worker meets minimum productivity requirements in terms of client encounters.
4. Contractor shall provide the community workers with an extensive orientation to the Child Coordinating Council to help them become familiar with policies, procedures, and forms used by staff members.
5. The community workers shall be fully functioning members of the Initiative Team and their program duties and workload shall be defined by County. The Prenatal to Three Initiative/County shall be responsible for the assignment of families, caseload, case management, and training pertaining to the daily job functions of the community workers.

6. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
7. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.
8. Contractor shall provide approximately one thousand five hundred (1,500) hours of childcare for Prenatal to Three Initiative clients.
9. Contractor shall ensure all providers who are caring for Prenatal to Three Initiative participants show proof of valid Social Security Numbers, be screened through the "TRUSTLINE" process, and attend all four (4) sessions of "Exempt" provider child care training or be a licensed child care provider.
10. Contractor shall provide families with child care referrals that meet their specific needs and ensure full parental choice.
11. Contractor shall ensure that all eligible families referred for services are interviewed and understand the policies procedures of the child care subsidy program.
12. Contractor shall ensure that providers rendering child care services are paid in an accurate and timely manner.

B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2002.

Contractor shall provide childcare training and services for AFLP and BIH clients.

1. Administer a childcare delivery system for eligible families participating in the AFLP and BIH programs.
2. Provide families with children care referrals that meet their specific needs and ensure full parental choice.
3. Ensure that all eligible families referred for services are interviewed and understand the policies and procedure of the childcare subsidy program.

4. Ensure that providers rendering child care services are paid in an accurate and timely manner.
5. Develop a training component for providers that ensures sensitivity to the special needs of program participants.
6. Coordinate training resources.
7. No more than ten percent (10%) of billable service units shall be used in the administration of this program.
8. The providers rendering childcare services are subcontractors of Contractor.
9. Contractor shall provide part-time/drop-in/flexible child care referral and payment services for BIH clients. Services provided shall be initiated by a written authorization form from BIH.
10. Reports: To be provided upon submission of invoices to MCH Director, Public Health Division of San Mateo County.
 - a. The reports shall identify the program participants, ages of children served, and the units of services broken down between training and childcare.
 - b. Contractor shall maintain confidential parent files containing the referral form, the client name, address, phone number, names and ages of children to be served, and length of service.
11. Contractor shall utilize client tracking form which shall be negotiated between contractor and AFLP/BIH programs.

II. Duties to be Performed by County for Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2002.

- A. Notify Contractor of any client schedule changes.
- B. Provide client status information upon request.
- C. Send Contractor update sheets.
- D. Determine eligibility of program participants.

SCHEDULE B

CHILD CARE COORDINATING COUNCIL: 2001-04

PAYMENTS

I. Amount and method of payment

A. Prenatal to Three Initiative - July 1, 2001 through June 30, 2004, Budget Unit #62810

1. Payments FY 2001-02

a. Total funding for community worker services during FY 2001-02 shall not exceed TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$212,881), to be used as set forth under this Agreement.

Payments to Contractor for community worker services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$17,740.09	January 31, 2002	\$17,740.09
August 31, 2001	\$17,740.09	February 28, 2001	\$17,740.09
September 30, 2001	\$17,740.09	March 31, 2002	\$17,740.09
October 31, 2001	\$17,740.09	April 30, 2002	\$17,740.09
November 30, 2001	\$17,740.09	May 31, 2002	\$17,740.09
December 31, 2001	\$17,740.09	June 30 2002	\$17,740.09

b. Total funding for childcare services during FY 2001-02 shall not exceed TEN THOUSAND SEVEN HUNDRED TEN DOLLARS (\$10,710), to be paid according to the following schedule at the end of each month beginning July 31, 2001:

\$7.14 per hour of childcare up to a maximum of \$10,710.

2. Payments FY 2002-03

a. Total funding for community worker services during FY 2002-03 shall not exceed TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$219,267), to be used as set forth under this Agreement.

Payments to Contractor for services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$18,272.25	January 31, 2003	\$18,272.25
August 31, 2002	\$18,272.25	February 28, 2003	\$18,272.25
September 30, 2002	\$18,272.25	March 31, 2003	\$18,272.25
October 31, 2002	\$18,272.25	April 30, 2003	\$18,272.25
November 30, 2002	\$18,272.25	May 31, 2003	\$18,272.25
December 31, 2002	\$18,272.25	June 30, 2003	\$18,272.25

b. Total funding for childcare assistance during FY 2002-03 shall not exceed ELEVEN THOUSAND THIRTY-ONE DOLLARS (\$11,031) and shall be paid according to the following schedule at the end of each month beginning July 31, 2002:

\$7.35 per hour of childcare up to a maximum of \$11,031.

3. Payment FY 2003-04

a. Total funding for community worker services during FY 2003-04 shall not exceed TWO HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS (\$225,845), to be used as set forth under this Agreement.

Payments to Contractor for services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2003:

July 31, 2003	\$18,820.42	January 31, 2004	\$18,820.42
August 31, 2003	\$18,820.42	February 28, 2004	\$18,820.42
September 30, 2003	\$18,820.42	March 31, 2004	\$18,820.42
October 31, 2003	\$18,820.42	April 30, 2004	\$18,820.42
November 30, 2003	\$18,820.42	May 31, 2004	\$18,820.42
December 31, 2003	\$18,820.42	June 30, 2004	\$18,820.42

b. Total funding for childcare assistance during FY 2003-04 shall not exceed \$11,362 and shall be paid according to the following schedule at the end of each month beginning July 31, 2003:

\$7.57 per hour of childcare up to a maximum of \$11,362.

Contractor shall provide monthly reports to County including a brief narrative describing the community workers' activities, and childcare assistance given as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

In any event, the total amount of this Agreement shall not exceed \$691,096 SIX HUNDRED NINETY-ONE THOUSAND NINETY-SIX DOLLARS for the three-year contract term, July 1, 2001 through June 30, 2004. (This figure includes the COLA for FY 2002-03 and 2003-04). County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

B. Adolescent Family Life Program (AFLP) and Prenatal Advantage, Black Infant Health Program (BIH) from July 1, 2001 through June 30, 2002, Budget Unit - #62600

1. AFLP Payments

a. Two payments, each up to the maximum amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.

Second (2nd) invoice for payment to be received by June 30, 2002.

Total payment shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000). County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

2. BIH Payments

a. Two (2) equal payment in the amount of FIVE HUNDRED DOLLARS (\$500) upon completion and submittal of requested and approved reports regarding units of service given and submission of invoices.

First (1st) invoice for payment to be received by December 31, 2001.

Second (2nd) invoice for payment to be received by June 30, 2002.

Total payment shall not exceed ONE THOUSAND DOLLARS (\$1,000). County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

In any event, the total amount of this entire Agreement shall not exceed SEVEN HUNDRED SEVEN THOUSAND NINETY-SEVEN DOLLARS (\$707,097) for the three year contract term, July 1, 2001 through June 30, 2004.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Child Care Coordinating Council

Contact Person: ~~Val Goines~~ Janette E. Stokley

Address: 700 South Claremont St., Suite 207
San Mateo, CA 94402

Phone Number: 650-696-8780 Fax Number: 650-343-8016

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 21 day of June, 2001 at San Mateo, CA
(City) (State)

Janette E. Stokley
Signature

Janette E. Stokley
Name (Please Print)

Janette E. Stokley
Title
Executive Director

Contractor Tax Identification Number

AGREEMENT WITH CITY OF PACIFICA RESOURCE CENTER
FOR THE PROVISION OF COMMUNITY WORKER SERVICES
FOR THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF PACIFICA RESOURCE CENTER, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Public Health Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide community worker services for the Prenatal to Three Initiative as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$328,997) for the three-year contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under (C) or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$ 1,000,000
- 2) Motor Vehicle Liability Insurance \$ 1,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Entire Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Prenatal to Three Initiative
Attention: Mary Hansell, Director
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

City of Pacifica Resource Center
Attention: Pat Paik
170 Santa Maria Avenue
Pacifica, CA 94044

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. _____

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

CITY OF PACIFICA RESOURCE CENTER

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: _____

DAVID CARMANY
CITY MANAGER

Date: _____

Date: June 13, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

CITY OF PACIFICA RESOURCE CENTER: 2001-04

SCOPE OF WORK

Contractor agrees to the following scope of work in relation to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Proposal from County.

- A. The community workers shall be an employee of Contractor. There shall be no employer/employee relationship between County and community worker. Contractor shall hire two (2) community workers who shall be assigned to the Prenatal to Three Initiative Program. County determines that County does not want to use the services of a particular worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- B. The community workers shall be assigned to locations determined by the County. The community workers shall share a work station at Contractor's facility with a desk and phone. Each community worker shall have his/her own voice mailbox.
- C. Staff supervision of the community workers shall be the responsibility of Contractor.
- D. Contractor shall provide the community workers with an extensive orientation to Contractor's organization to help them become familiar with policies, procedures, and forms used by the staff members.
- E. The community workers shall be a fully functioning member of the Initiative Team and their program duties and workload shall be defined by County. The Prenatal to Three Initiative/County shall be responsible for the assignment of families, case-load, case management, group facilitation, and training pertaining to the daily job functions of the community workers.
- F. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- G. Contractor's project manager shall meet with community workers at least once a month.
- H. Contractor shall comply with the provisions of County Agreement for service.
- I. Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.

SCHEDULE B

CITY OF PACIFICA RESOURCE CENTER: 2001-04

PAYMENTS

Total project funding for FY 2001-02 shall not exceed ONE HUNDRED SIX THOUSAND FOUR HUNDRED FORTY DOLLARS (\$106,440), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of ONE HUNDRED SIX THOUSAND FOUR HUNDRED FORTY DOLLARS (\$106,440) payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$8,870	January 31, 2002	\$8,870
August 31, 2001	\$8,870	February 28, 2002	\$8,870
September 30, 2001	\$8,870	March 31, 2002	\$8,870
October 31, 2001	\$8,870	April 30, 2002	\$8,870
November 30, 2001	\$8,870	May 31, 2002	\$8,870
December 31, 2001	\$8,870	June 30, 2002	\$8,870

Total project funding for FY 2002-03 shall not exceed ONE HUNDRED NINE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS (\$109,634), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of ONE HUNDRED NINE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS (\$109,634) payable at the end of each quarter beginning July 31, 2002:

July 31, 2002	\$9,136	January 31, 2003	\$9,136
August 31, 2002	\$9,136	February 28, 2003	\$9,136
September 30, 2002	\$9,136	March 31, 2003	\$9,136
October 31, 2002	\$9,136	April 30, 2003	\$9,136
November 30, 2002	\$9,136	May 31, 2003	\$9,136
December 31, 2002	\$9,136	June 30, 2003	\$9,136

Total project funding for FY 2003-04 shall not exceed ONE HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS (\$112,923), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement of ONE HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS (\$112,923) payable at the end of each quarter beginning July 31, 2003:

July 31, 2003	\$9,410.25	January 31, 2004	\$9,410.25
August 31, 2003	\$9,410.25	February 28, 2004	\$9,410.25
September 30, 2003	\$9,410.25	March 31, 2004	\$9,410.25
October 31, 2003	\$9,410.25	April 30, 2004	\$9,410.25
November 30, 2003	\$9,410.25	May 31, 2004	\$9,410.25
December 31, 2003	\$9,410.25	June 30, 2004	\$9,410.25

Contractor shall provide monthly reports to County, including a brief narrative describing the worker's activities as outlined in this Agreement, as well as a financial report showing budget to date and expenditures to date.

County shall have the right to withhold payment if County determines that the quantity and quality of work performed is unacceptable.

In any event, the total amount of this Agreement shall not exceed THREE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$328,997) for the three-year contract term, July 1, 2001 through June 30, 2004. (This figure includes the COLA for FY 2002-03 and 2003-04)

SCHEDULE C

Contract between County of San Mateo and City of Pacifica Resource Center, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

DAVID CARMANY

Name of 504 Person - Type or Print

Pacifica Resource Center

Name of Contractor(s) - Type or Print

170 Santa Maria Avenue

Street Address or PO Box

Pacifica

City

CA

State

94044

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

June 13, 2001

Date

[Signature]
Signature and Title of Authorized Official
CITY MANAGER

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: May 15, 2001

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Lisette Hall, Contract Coordinator, Public Health Division
PONY # PBH319A Fax: 573-2397

SUBJECT: Contract Insurance Approval

CONTRACTOR: City of Pacifica Resource Center

DO THEY TRAVEL: No

PERCENT OF THE TIME: 0

NUMBER OF EMPLOYEES: 2

DUTIES (SPECIFIC): Contractor shall provide community worker services for the Prenatal to Three Initiative.

COVERAGE:

Comprehensive General Liability:	\$ <u>1,000,000</u>
Motor Vehicle Liability:	\$ <u>1,000,000</u>
Professional Liability:	\$ <u>-0-</u>
Worker's Compensation:	\$ <u>Statutory</u>

APPROVE XX

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

REQUEST WAIVER



SIGNATURE

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
 June 13, 2001

BROKER: GALLAGHER HEFFERNAN INSURANCE
 P. O. BOX 7443
 SAN FRANCISCO, CA 94120-7443

415/546-9300

PROVIDER: ABAG PLAN CORPORATION
 P. O. BOX 2050
 OAKLAND, CA 94604-2050

510/464-7969

INSURED: Pacifica
 170 Santa Maria
 Pacifica, CA 94044

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, UNLESS STIPULATED UNDER "DESCRIPTION":

COMPANIES AFFORDING COVERAGE:

COMPANY
 _____ ABAG PLAN CORPORATION _____
 COMPANY
 B
 COMPANY
 C
 COMPANY
 D

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE		EACH OCCURRENCE
A	GENERAL LIABILITY	ABAG PLAN 00/01	7/01/00	6/30/2001	BODILY INJURY	\$7,000,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> PRODUCT/ COMPLETED OPERATIONS					
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS					
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	ABAG PLAN 00/01	7/01/00	6/30/2001	BODILY INJURY PER PERSON	\$7,000,000
	<input checked="" type="checkbox"/> ANY AUTO					
	<input checked="" type="checkbox"/> ALL OWNED AUTO (PRIVATE PASSENGER)					
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO					
	<input checked="" type="checkbox"/> NON- OWNED AUTOS					
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRIV. PASS.)					
<input type="checkbox"/> GARAGE LIABILITY						

DESCRIPTION: General liability insurance includes Public Officials' Errors and Omissions. This Certificate is issued as Proof of Insurance with regard to confirming that insured named above is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

County of San Mateo
 225-37th Avenue
 Lisette Hall
 San Mateo, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDER WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



MARCUS BEVERLY, Risk Manager
 ABAG PLAN CORPORATION

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7174

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

CITY OF PACIFICA

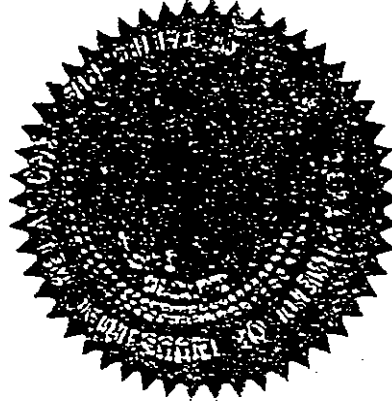
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

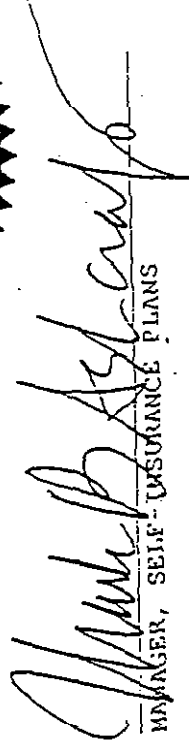
This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


DIRECTOR




MANAGER, SELF-INSURANCE PLANS

AGREEMENT WITH POPLAR RE CARE FOR
THE PROVISION OF COMMUNITY WORKER SERVICES FOR
THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and POPLAR RE CARE, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Public Health Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide community worker services for the Prenatal to Three Initiative as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED NINETY-THREE DOLLARS (\$657,993) for the three year contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this Agreement, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$ 1,000,000
- 2) Motor Vehicle Liability Insurance \$ 1,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6.

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Entirety of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County, Prenatal to Three Initiative
Attention: Mary Hansell, Director
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Poplar ReCare
Attention: Michelle Blakely, Director
875 Stanton Road
Burlingame, CA 94010

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

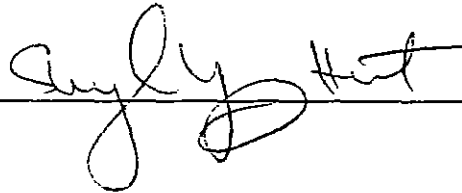
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

POPLAR RE CARE

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: June 5, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

POPLAR RE CARE: 2001-04

SCOPE OF WORK

Contractor agrees to the following scope of work in relation to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Proposal from County.

1. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor will hire the four (4) community workers who will be assigned to the Prenatal to Three Initiative Project. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for a community worker's services shall be limited to the hours actually worked by that community worker.
2. The four community workers will be assigned to locations determined by County. The four (4) community workers will share one (1) workstation at Contractor's facility with a desk and a phone. Each community worker will have his/her own voice mailbox.
3. Staff supervision of the community workers will be the responsibility of Contractor. Contractor will assure that community worker meets minimum productivity requirements in terms of client encounters.
4. Contractor will provide the community workers with orientation to Poplar ReCare to help them become familiar with policies, procedures, and forms used by staff members.
5. The four (4) community workers will be fully functioning members of the Initiative Team and their program duties and workload will be defined by County. The Prenatal to Three Initiative/County will be responsible for the assignment of families, caseload, case management, and training pertaining to the daily job functions of the community workers.
6. County will provide the case management forms and other forms needed and used by the community workers in relation to their job description.
7. Contractor will comply with the "General Provisions" of County contract for service.
8. Contractor will comply with state Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Agreement between DHS and local government agency, namely County.

SCHEDULE B

POPLAR RECAP: 2001-04

Total project funding for FY 2001 through 2002 shall not exceed TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$212,881), to be used as set forth under this Agreement.

Payments to Contractor for services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$17,740.09	January 31, 2002	\$17,740.09
August 31, 2001	\$17,740.09	February 28, 2002	\$17,740.09
September 30, 2001	\$17,740.09	March 31, 2002	\$17,740.09
October 31, 2001	\$17,740.09	April 30, 2002	\$17,740.09
November 30, 2001	\$17,740.09	May 31, 2002	\$17,740.09
December 31, 2001	\$17,740.09	June 30, 2002	\$17,740.09

Total project funding for FY 2002 through 2003 shall not exceed TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$219,267), to be used as set forth under this Agreement.

Payments to Contractor for services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$18,272.25	January 31, 2003	\$18,272.25
August 31, 2002	\$18,272.25	February 28, 2003	\$18,272.25
September 30, 2002	\$18,272.25	March 31, 2003	\$18,272.25
October 31, 2002	\$18,272.25	April 30, 2003	\$18,272.25
November 30, 2002	\$18,272.25	May 31, 2003	\$18,272.25
December 31, 2002	\$18,272.25	June 30, 2003	\$18,272.25

Total project funding for FY 2003 through 2004 shall not exceed TWO HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS (\$225,845), to be used as set forth under this Agreement.

Payments to Contractor for services under this Agreement shall be according to the following schedule payable at the end of each month beginning July 31, 2003:

July 31, 2003	\$18,820.42	January 31, 2004	\$18,820.42
August 31, 2003	\$18,820.42	February 28, 2004	\$18,820.42
September 30, 2003	\$18,820.42	March 31, 2004	\$18,820.42
October 31, 2003	\$18,820.42	April 30, 2004	\$18,820.42
November 30, 2003	\$18,820.42	May 31, 2004	\$18,820.42
December 31, 2003	\$18,820.42	June 30, 2004	\$18,820.42

Contractor shall provide quarterly reports to County including a narrative describing the community worker's activities as outlined in this contract, as well as a financial report showing budget to actual expenditures to date.

County shall have the right to withhold payment if County determines that quantity or quality of the work performed is unacceptable.

In any event, the total amount of this Agreement shall not exceed SIX HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED NINETY-THREE DOLLARS (\$657,993) for the three-year contract term, July 1, 2001 through June 30, 2004. (This figure includes the COLA for FY 2002-03 and 2003-04)

SCHEDULE C

Contract between County of San Mateo and Poplar ReCare, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Sheryl Young Hunt
Name of 504 Person - Type or Print

Poplar ReCare
Name of Contractor(s) - Type or Print

875 Stanton Road
Street Address or PO Box

Burlingame
City

CA
State

94010
Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

June 5, 2001
Date

Sheryl Young Hunt
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: May 15, 2001

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Lisette Hall, Contract Coordinator, Public Health Division
PONY # PBH319A Fax: 573-2397

SUBJECT: Contract Insurance Approval

CONTRACTOR: Poplar ReCare

DO THEY TRAVEL: No

PERCENT OF THE TIME: 0

NUMBER OF EMPLOYEES: 4

DUTIES (SPECIFIC): Contractor shall provide community worker services for the Prenatal to Three Initiative.

COVERAGE:

Comprehensive General Liability:	\$ 1,000,000
Motor Vehicle Liability:	\$ 1,000,000
Professional Liability:	\$ -0-
Worker's Compensation:	\$ Statutory

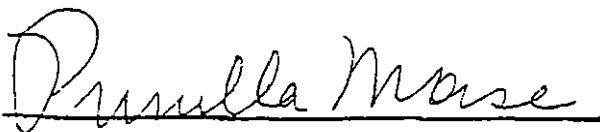
APPROVE XX

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

REQUEST WAIVER



SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

BP ID TP
FOPLA-1

DATE: 06/29

PRODUCER
Valley Global Ins. Brokers
84 S. First Street, 2nd Floor
San Jose CA 95113
Phone: 408-947-7111 Fax: 408-947-7115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RED
Poplar ReCare
875 Stanton Road
Burlingame CA 94010

INSURERS AFFORDING COVERAGE
INSURER A: Philadelphia Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPG302691	06/30/00	06/30/01	EACH OCCURRENCE \$ 1,000
	FIRE DAMAGE (Any one fire) \$ 100,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000				
	GENERAL AGGREGATE \$ 2,000				
	PRODUCTS - COMP/OP AGG \$ 2,000				
	Emp Ben. 1,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPG302691	06/30/00	06/30/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34W340332300	06/30/00	06/30/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Agreement to provide services/contract for grant.
 Certificate holder has been named Additional Insured per form CG2026.
 *10 Days for Non-Payment of premium.

<p>CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:</p> <p style="text-align: right;">SMHEALT</p> <p>County of San Mateo Health Services Agency Public Health Services Div. 225 West 37th Avenue San Mateo CA 94403</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS REPRESENTATIVES.</p> <p>Susan L. Varnell <i>Susan L. Varnell</i></p>
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POLICY NUMBER: PHPG302691
INSURED: Poplar ReCare

COMMERCIAL GENERAL LIABILITY

This endorsement changes the policy. Please read it carefully.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

**Name of Person or Organization: County of San Mateo
Health Services Agency
Public Health Services Division**

RE: Agreement to Provide Services/Contract for Grant

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

AGREEMENT WITH SETON MEDICAL CENTER/ MOTHER
INFANT WELLNESS PROGRAM FOR THE
PROVISION OF COMMUNITY WORKER SERVICES
FOR THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SETON
MEDICAL CENTER/ MOTHER INFANT WELLNESS PROGRAM, hereinafter called
"Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of
performing the professional services hereinafter described for the Health Services Agency, Public
Health Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with
independent contractors for the furnishing of such services to or for County or any Department
thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general
direction of the Director of Health Services, or her designee, with respect to the product or result
of Contractor's services, shall provide community worker services for the Prenatal to Three
Initiative as described in Schedule A, attached hereto and incorporated by reference herein. Such
services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule A, the amount that County shall be obligated to pay for services
rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND
FOUR HUNDRED NINETY-EIGHT DOLLARS (\$164,498) for the three year contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

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It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or other benefits in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation, to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- | | | |
|----|---|--------------|
| 1) | Comprehensive General Liability | \$ 1,000,000 |
| 2) | Motor Vehicle Liability Insurance | \$ 1,000,000 |
| 3) | Professional Liability | \$ -0- |

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as *additional insured* on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

B.

1) In the case of County, to:

San Mateo County Prenatal to Three Initiative
Attention: Mary Hansell, Director
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

Seton Medical Center/Mother Infant Wellness Program
Attention: Rick Sprague
25 San Fernando Way
Daly City, CA 94015

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

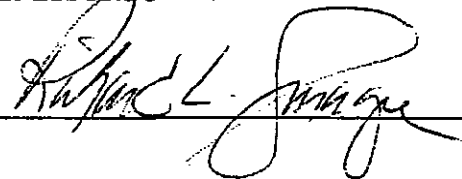
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

SETON MEDICAL CENTER/ MOTHER INFANT WELLNESS PROGRAM

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: 4 June 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

SETON MEDICAL CENTER/ MOTHER INFANT WELLNESS PROGRAM: 2001-04

SCOPE OF WORK

Contractor agrees to the following scope of work in relation to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Proposal from County.

- A. The community worker shall be an employee of Contractor. There shall be no employer/employee relationship between County and community worker. Contractor will hire one (1) community worker who will be assigned to the Prenatal to Three Initiative Program. If County determines that County does not want to use the services of a particular worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- B. The community worker will be assigned to locations determined by the County. The community worker shall share a work station at Contractor's facility with a desk and phone. Each community worker shall have his/her own voice mailbox.
- C. Staff supervision of the community worker shall be the responsibility of Contractor.
- D. Contractor shall provide the community worker with an extensive orientation to the Mother/Infant Wellness Program to help them become familiar with policies, procedures, and forms used by the staff members.
- E. The community worker will be a fully functioning member of the Initiative Team and their program duties and workload will be defined by County. The Prenatal to Three Initiative/County will be responsible for the assignment of families, case-load, case management, and training pertaining to the daily job functions of the community workers.
- F. County shall provide the case management forms and other forms needed and used by the community worker in relation to their job description.
- G. Contractor's unit manager and project manager will meet with the unit at least once a month as a group for unit meeting.
- H. Contractor will comply with the provisions of County Agreement for service.
- I. Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.

SCHEDULE B

SETON MEDICAL CENTER/
MOTHER INFANT WELLNESS PROGRAM: 2001-04

Total project funding for FY 2001-02 shall not exceed FIFTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$53,220), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-fourth (¼) of the total Agreement amount of FIFTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$53,220) payable at the end of each quarter beginning September 30, 2001:

September 30, 2001	\$13,305	March 31, 2002	\$13,305
December 31, 2001	\$13,305	June 30, 2002	\$13,305

Total project funding for FY 2002-03 shall not exceed FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$54,817), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-fourth (¼) of the total Agreement amount of FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$54,817) payable at the end of each quarter beginning September 30, 2002:

September 30, 2002	\$13,704	March 31, 2003	\$13,704
December 31, 2002	\$13,704	June 30, 2003	\$13,705

Total project funding for FY 2003-04 shall not exceed FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$56,461), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-fourth (¼) of the total Agreement amount of FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$56,461) payable at the end of each quarter beginning September 30, 2003:

September 30, 2003	\$14,115	March 31, 2004	\$14,115
December 31, 2003	\$14,115	June 30, 2004	\$14,116

Contractor shall provide quarterly reports to County, including a brief narrative describing the community worker's activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

County shall have the right to withhold payment if County determines that the quantity and quality of work performed is unacceptable.

In any event, the total amount of this Agreement shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$164,498) for the three-year contract term, July 1, 2001 through June 30, 2004. (This figure includes the COLA for FY 2002-03 and 2003-04)

SCHEDULE C

Contract between County of San Mateo and Seton Medical Center/Mother Infant Wellness Program, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Bernadette M. Smith President, Seton Medical Center

Name of 504 Person - Type or Print

Seton Medical Center/Mother

Name of Contractor(s) - Type or Print

1500 Southgate Avenue Ste
25 San Fernando Way

Street Address or PO Box

Daly City

City

CA

State

94015

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

6/15/01
Date

Bernadette M. Smith
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: May 15, 2001

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Lisette Hall, Contract Coordinator, Public Health Division
PONY # PBH319A Fax: 573-2397

SUBJECT: Contract Insurance Approval

CONTRACTOR: Seton Medical Center- Mother/Infant Wellness Program

DO THEY TRAVEL: No

PERCENT OF THE TIME: 0

NUMBER OF EMPLOYEES: 1

DUTIES (SPECIFIC): Contractor shall provide community worker services for the Prenatal to Three Initiative.

COVERAGE:

Comprehensive General Liability:	\$ 1,000,000
Motor Vehicle Liability:	\$ 1,000,000
Professional Liability:	\$ -0-
Worker's Compensation:	\$ Statutory

APPROVE XX

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

REQUEST WAIVER



SIGNATURE



Seton Medical Center

CHW

1900 Sullivan Avenue
Daly City, CA 94015
650 992 4000 Telephone

June 6, 2001

Health Services Agency
Public Health and Environmental Protection Division
225 - 37th Avenue
San Mateo, CA 94403

ATTN: Lisette A. Hall
Contract Administrator

RE: EVIDENCE OF GENERAL AND PROFESSIONAL LIABILITY PROTECTION
CHW WEST BAY DBA SETON MEDICAL CENTER

CHW West Bay dba Seton Medical Center (Hospital) participates in the Catholic Healthcare West Self-Insurance Program which includes \$1,000,000 protection for covered general and professional liability (bodily injury and property damage) losses caused by the Hospital's negligence.

Be assured the self-insurance program does provide adequate limits beyond the \$1,000,000 mentioned above to fulfill the limit requirements of the agreement.

This letter evidences coverage for the period of June 1, 2001 to May 31, 2002 and will be renewed annually by the Hospital for the duration of the agreement.

Please do not hesitate to contact me if you have questions.

Sincerely,

Cathy Chadbourne, RN, CHRM
Director, Quality & Risk Management
Seton Medical Center
(650) 991-6421

PRODUCER
 Marsh Risk & Insurance Services
 CA License No. 0437153
 One California Street
 San Francisco, CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
 A LEXINGTON INSURANCE CO.

B -STAND-ALL-2001 WC

INSURED
 CATHOLIC HEALTHCARE WEST-BAY AREA
 DBA: SETON MEDICAL CENTER
 (MOTHER INFANT WELLNESS PROGRAM)
 C/O CHW RISK SERVICES
 500 12TH ST., STE 320
 OAKLAND, CA 94607

COMPANY
 B ZURICH AMERICAN OF ILL.

COMPANY
 C

COMPANY
 D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	633-20-45	12/01/00	12/01/01	GENERAL AGGREGATE \$ 1
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2879047-03	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1
	OTHER				EL DISEASE-POLICY LIMIT \$ 1
					EL DISEASE-EACH EMPLOYEE \$ 1

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

REGARDING THE MOTHER INFANT WELLNESS PROGRAM AGREEMENT, COUNTY & ITS OFFICERS, AUTHORIZED AGENTS, EMPLOYEES & SERVANTS ARE ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY. THE INSURED'S COVERAGE SHALL BE PRIMARY OVER THE COUNTY'S COVERAGE WHICH SHALL BE EXCESS ONLY.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO HEALTH SERVICES
 AGENCY
 LIC HEALTH & ENVIRONMENTAL PROTECTION DIVISION
 37TH AVE.
 ATTN: LISETTE A. HALL
 SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES

MARSH USA INC.

BY: Jennifer D McHugh

Jennifer D. McHugh

MM1(9/99)

VALID AS OF: 06/08/01

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to Certify that

Catholic Healthcare West - Bay Area
 DBA: Seton Medical Center
 c/o CHW Risk Services
 500 12th Street, Suite 320
 Oakland, CA 94607

← Name and address of Insured.



Is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP. DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION			COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: EMPLOYERS LIABILITY Bodily Injury By Accident Bodily Injury By Disease Bodily Injury By Disease
GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____ _____		General Aggregate - Other than Products/Completed Operations Products/Completed Operations Aggregate Bodily Injury and Property Damage Liability Personal Injury Other
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	11/01/2001	AS2-661-004109-070	\$1,000,000 Each Accident - B.I. and P.D. Each Person Each Accident or Each Accident or
OTHER			

ADDITIONAL COMMENTS
 RE: Regarding the Mother Infant Wellness Program agreement, County and its officers, authorized agents, employees and servants shall be named as additional insured on insured's Commercial Automobile Liability Policy. The insured's coverage shall be primary over the County's coverage; County's coverage shall be excess only.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.
 SPECIAL NOTICE-OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.
 IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.
 NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

CERTIFICATE HOLDER County of San Mateo Health Services Agency/Public Health and Environmental Protection Division 225 37th Avenue San Mateo, CA 94403	661 A-13	 M. Gardner CA License # 0B92839 AUTHORIZED REPRESENTATIVE
San Francisco		(415) 782-8179
OFFICE		PHONE NUMBER

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

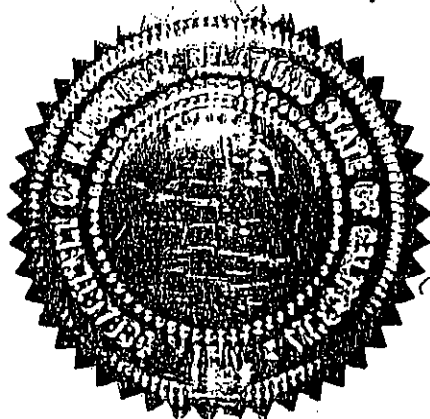
NUMBER 2021-AO

CERTIFICATE OF CONSENT TO SELF-INSURE

CHW WEST BAY (a California corporation)

THIS IS TO CERTIFY, That Subsidiary of Catholic Healthcare West - Certificate No.: 2021
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF July, 1984

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Lloyd W. Aubry, Jr.
LLOYD W. AUBRY, JR. DIRECTOR

Mark B. Ashcraft
MARK B. ASHCRAFT MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

Supersedes Certificate No. 2021-AO, previously issued to Seton Medical Center

AGREEMENT WITH FAMILY SUPPORT CENTER OF THE MID-PENINSULA
FOR THE PROVISION OF COMMUNITY WORKER SERVICES
FOR THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY SUPPORT CENTER OF THE MID-PENINSULA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Public Health Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide community worker services for the Prenatal to Three Initiative as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$164,498) for the three year contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$ 1,000,000
- 2) Motor Vehicle Liability Insurance \$ 1,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Law

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Prenatal to Three Initiative
Attention: Mary Hansell, Director
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Family Support Center of the Mid-Peninsula
Attention: Toni Wallace, Executive Director
2277 University Avenue
East Palo Alto, CA 94303

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

FAMILY SUPPORT CENTER OF THE
MID-PENINSULA

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: Joni Wallace

Date: _____

Date: 5/21/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

FAMILY SUPPORT CENTER OF THE MID-PENINSULA: 2001-04

SCOPE OF WORK

Contractor agrees to the following scope of work in relation to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Proposal from County.

- A. The community worker shall be an employee of Contractor. There shall be no employer/employee relationship between County and community worker. Contractor shall hire one (1) community worker who shall be assigned to the Prenatal to Three Initiative Program. If County determines that County does not want to use the services of a particular worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- B. The community worker shall be assigned to locations determined by the County. The community worker shall share a work station at Contractor's facility with a desk and phone. Each community worker shall have his/her own voice mailbox.
- C. Staff supervision of the community worker shall be the responsibility of Contractor.
- D. Contractor shall provide the community worker with an extensive orientation to the Contractor's program to help them become familiar with policies, procedures, and forms used by the staff members.
- E. The community worker shall be a fully functioning member of the Initiative Team and their program duties and workload shall be defined by County. The Prenatal to Three Initiative/County shall be responsible for the assignment of families, case-load, case management, group facilitation, and training pertaining to the daily job functions of the community worker.
- F. County shall provide the case management forms and other forms needed and used by the community worker in relation to their job description.
- G. Contractor's unit manager and project manager shall meet with the community worker at least once a month.
- H. Contractor shall comply with the provisions of County Agreement for service.
- I. Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.

SCHEDULE B

EAST PALO ALTO CW: 2001-04

Total project funding for **FY 2001-02** shall not exceed **FIFTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$53,220)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of **FIFTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$53,220)** payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$4,435	January 31, 2002	\$4,435
August 31, 2001	\$4,435	February 28, 2002	\$4,435
September 30, 2001	\$4,435	March 31, 2002	\$4,435
October 31, 2001	\$4,435	April 30, 2002	\$4,435
November 30, 2001	\$4,435	May 31, 2002	\$4,435
December 31, 2001	\$4,435	June 30, 2002	\$4,435

Total project funding for **FY 2002-03** shall not exceed **FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$54,817)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of **FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$54,817)** payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$4,568	January 31, 2003	\$4,568
August 31, 2002	\$4,568	February 28, 2003	\$4,568
September 30, 2002	\$4,568	March 31, 2003	\$4,568
October 31, 2002	\$4,568	April 30, 2003	\$4,568
November 30, 2002	\$4,568	May 31, 2003	\$4,568
December 31, 2002	\$4,568	June 30, 2003	\$4,569

Total project funding for **FY 2003-04** shall not exceed **FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$56,461)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$56,461) payable at the end of each month beginning July 31, 2003:

July 31, 2003	\$4,705.08	January 31, 2004	\$4,705.08
August 31, 2003	\$4,705.08	February 28, 2004	\$4,705.08
September 30, 2003	\$4,705.08	March 31, 2004	\$4,705.08
October 31, 2003	\$4,705.08	April 30, 2004	\$4,705.08
November 30, 2003	\$4,705.08	May 31, 2004	\$4,705.08
December 31, 2003	\$4,705.08	June 30, 2004	\$4,705.12

Contractor shall provide monthly reports to County, including a brief narrative describing the community worker's activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

County shall have the right to withhold payment if County determines that the quantity and quality of work performed is unacceptable.

In any event, the total amount of this Agreement shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$164,498) for the three-year contract term, July 1, 2001 through June 30, 2004. (This figure includes the COLA for FY 2002-03 and 2003-04)

SCHEDULE C

Contract between County of San Mateo and Seton Medical Center/Mother Infant Wellness Program, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Toni Wallace
Name of 504 Person - Type or Print

Family Support Center of the Mid-Peninsula
Name of Contractor(s) - Type or Print

2277 University Avenue
Street Address or PO Box

East Palo Alto,
City

CA

State

94303

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

5/21/01
Date

Toni Wallace Executive Dir
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: May 15, 2001

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Lisette Hall, Contract Coordinator, Public Health Division
PONY # PBH319A Fax: 573-2397

SUBJECT: Contract Insurance Approval

CONTRACTOR: Family ^{Support} Services Center - MidPeninsula

DO THEY TRAVEL: No

PERCENT OF THE TIME: 0

NUMBER OF EMPLOYEES: 1

DUTIES (SPECIFIC) : Contractor shall provide community worker services for the Prenatal to Three Initiative.

COVERAGE:

Comprehensive General Liability:	\$ <u>1,000,000</u>
Motor Vehicle Liability:	\$ <u>1,000,000</u>
Professional Liability:	\$ <u>-0-</u>
Worker's Compensation:	\$ <u>Statutory</u>

APPROVE XX

WAIVE

MODIFY

REMARKS/COMMENTS:

REQUEST WAIVER



SIGNATURE

SUMMARY OF INSURANCE

Prepared: 01/10/01

Page 1

For: Family Support Center of
the Mid Peninsula
2277 University Avenue
East Palo Alto, CA
94303 650-322-1821

Cohn-Reid-O'Neill Ins Serv Inc
License # DC04862
1601 Bayshore Highway #100
Burlingame, CA
94010 650-692-6811

Coverage	Amount	Company	Policy No	Eff	Exp
Commercial Application		The Travelers Ind Co of CT	660550x479800	07/01/00	07/01/01
Premise 001 Building 1 2277 University Avenue E. Palo Alto, CA 94303					
Property		The Travelers Ind Co of CT	660550x479800	07/01/00	07/01/01
Policy Level Information					
Premises 001 Building 1					
Bus P -	5,000				
Coins %	100				
Valuation	R/C				
Cause of Loss	Special				
Deductible	1000				
Forms #	with Theft				
EDP H -	4,500				
Coins %	100				
Valuation	R/C				
Cause of Loss	Special				
Deductible	500				
Forms #	with Theft				
EDP S -	2,000				
Coins %	100				
Valuation	R/C				
Cause of Loss	Special				
Deductible	500				
Forms #	with Theft				
-					
-					
General Liability		The Travelers Ind Co of CT	660550x479800	07/01/00	07/01/01
Occurrence					
General Aggregate	1,000,000				
Products/Completed Oper. Aggr.	1,000,000				
Personal & Advertising Injury	1,000,000				
Each Occurrence	1,000,000				
Fire Damage (Any One Fire)	50,000				
Medical Expense (Any One Person)	5,000				
001 Buildings or Premises-Bank or Office-NOC including products and/or completed operations Class Code : 81215 Premium Basis : 851 (A) AREA - PER 1,000/SQ FT					
Location 001					
Add'l Insured: County of San Mateo, HSA	Office of Housing	262 Harbor Blvd., Blvd. A	Belmont	CA 94002-4017	
Business Auto		The Travelers Ind Co of CT	3104388846120599	07/01/00	07/01/01
Liability					
CSL	1,000,000				
Hired Autos					

SUMMARY OF INSURANCE

For: Family Support Center of
the Mid Peninsula
2277 University Avenue
East Palo Alto, CA
94303 650-322-1821

Prepared: 01/10/01
Cohn-Reid-O'Neill Ins Serv Inc
License # 0C04862
1601 Bayshore Highway #100
Burlingame, CA
94010 650-692-6811

Coverage	Amount	Company	Policy No	Eff	Exp
Business Auto (Continued)					
Non-Owned Autos Endorsements, Forms, Conditions:					