

COUNTY OF SAN MATEO
Human Services Agency
Departmental Correspondence

DATE: November 19, 2001
Hearing Date: December 4, 2001

TO: The Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Stuart Oppenheim, Director, Children and Family Services



SUBJECT: Approval of an Agreement with the California Partnership for Children (CPC).

RECOMMENDATION

Adopt a resolution:

1. Authorizing the execution of an Agreement with California Partnership for Children (CPC) for \$142,500. To provide funding for the "Bay Area Homes for Kids" campaign of the Community Task Force on Homes for Children (CTFHC). The term of the Agreement is October 1, 2001 through June 30, 2003, and
2. Authorizing the Director of Human Services Agency to execute all future amendments up to \$25,000 with the California Partnership for Children on behalf of the Board of Supervisors.

BACKGROUND

San Mateo County has participated in the activities of the "Bay Area Homes for Kids" campaign of the Community Task Force on Homes for Children since 1990 and began providing partial funding for the program in 1994. The "Bay Area Homes for Kids" campaign successfully publicizes the need for foster homes for children in the child welfare system. Initially, the Zellerbach Family Fund provided full funding for the campaign which used to be the "Brian's Kids" campaign, which serves the needs of eleven Bay Area Counties. After three years of successful implementation six participating counties agreed to provide equal shares of the funding for this vital program. Each of the counties has entered or will enter into its own agreement with CPC.

In 1995-96, the Tides Foundation assumed fiscal administration and responsibility of the "Brian's Kids" campaign for the project. San Mateo County has participated as an equal partner with the other Bay Area counties in funding the project through the auspices of the Tides Center, which has taken on a number of additional projects.

In 2000-01, CTFHC changed their fiscal agent to California Partnership for Children to assume the fiscal administration and responsibility for the project.

DISCUSSION

The California Partnership for Children, as a fiscal agent for the "Bay Area Homes for Kids" campaign, will provide fiscal administration for the campaign. The California Department of Social Services requires that the appropriated funds be channeled through one of the counties involved in the coalition of agencies that form the Community Task Force on Homes for Children. Therefore, San Mateo County serves as the "pass through" for these funds.

PERFORMANCE MEASURE

Children and Family Services is in compliance with the Human Services Agency Outcome Based Management (OBM) Program plans. Below is the Recommended Performance Measure included in the OBM plans. This activity supports the goal of the Children and Family Services Out-of-Home Placement Unit to provide support for abused, neglected and delinquent children in the most home-like settings:

Performance Measures:	Source of Data	Actual 2000-01	Estimated 2001-02	Projected 2002-03
Percent of children in least restrictive, most normal settings.	CWS/CMS	94%	95%	95%

This agreement has been reviewed and approved as to form by the County Counsel's Office.

FISCAL IMPACT

The term of this Agreement is October 1, 2001, through June 30, 2003. The total obligation amount is \$142,500.

Of the \$142,500, \$63,600 is funded through Child Welfare funds, \$63,000 is funded through a State contract with the California Adoptions Branch and the balance of \$15,900 is Net County Cost.

Stuart Oppenheim, Ext. 8710

cc: Penny Bennett, County Counsel

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH THE CALIFORNIA PARTNERSHIP FOR CHILDREN AND TO AUTHORIZE THE
DIRECTOR OF HUMAN SERVICES AGENCY TO EXECUTE ALL FUTURE
AMENDMENTS WITH THE CALIFORNIA PARTNERHIP FOR CHILDREN ON BEHALF
OF THE BOARD OF SUPERVISORS

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

WHEREAS, since 1990, KPIX TV has televised a weekly program, now known
as the "Bay Area Homes for Kids" campaign, which was created by the Bay Area Community
Task Force on Homes for Children for the purpose of soliciting adoptive and foster adoptive
homes for special needs children awaiting permanent placement; and

WHEREAS, the "Bay Area Homes for Kids" campaign has provided a tremendous
benefit to all foster children in the Bay Area, enhancing the lives of children in foster care; and

WHEREAS, since 1995, San Mateo County has participated as an equal partner
with the other Bay Area counties to support the "Bay Area Homes for Kids" campaign; and

WHEREAS, in addition, San Mateo County serves as the fiscal intermediary to
receive funds through an annual agreement with the State of California Department of
Social Services to fund Regional Coordination of Out-of-County callers for the benefit of
all of the participating counties; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement with The California Partnership for Children, reference to which is hereby made for further particulars, whereby The California Partnership for Children will provide fiscal sponsorship of the "Bay Area Homes for Kids" campaign and Regional Coordination of Out-of-County callers; and

WHEREAS, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement

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

BE IT FURTHER RESOLVED that for the purposes specific to the California Partnership for Children Agreement, the Director of the Human Services Agency is the Board designee for the operation of these Agreement.



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

THE CALIFORNIA PARTNERSHIP FOR CHILDREN

For the Period of

DECEMBER 1, 2001 THROUGH JUNE 30, 2003

**Agency Contact Person:
Stuart Oppenheim, Director
Children and Family Services
Human Services agency
650.301.8710**

**AGREEMENT WITH THE CALIFORNIA PARTNERSHIP FOR
CHILDREN FOR FISCAL SPONSORSHIP OF THE "BAY AREA HOMES
FOR KIDS" CAMPAIGN OF THE COMMUNITY TASK FORCE ON
HOMES FOR CHILDREN**

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The California Partnership for Children hereinafter called "Contractor";

W I T N E S S E T H :

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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, Children and Family Services Division, hereinafter described, of fiscal sponsorship of the "Bay Area Homes for Kids" campaign of the Community Task Force on Homes for Children:

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

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

Exhibit A: Program Description

Exhibit B: Payment Schedule

Exhibit C: Compliance with Section 504

Exhibit D: Equal Benefits Compliance Declaration Form

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. **Payments**

- A. **Maximum Amount** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed one hundred forty two thousand five hundred dollars (\$142,500) for the contract term.
- B. **Rate of Payment** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3.A.above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.
- C. **Time Limit for Submitting Invoices** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit 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.
- D. **Availability of Funds** Payment for all services provided pursuant to this contract is contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

4. **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 as, 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.

5. **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, 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 whomever belonging; or (C) any other loss or cost, including but not limited to, 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 the 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.

6. **Insurance**

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor 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 requires every employer to be insured against liability for Worker's 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.

- (2) **Liability Insurance** The 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/her 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/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$ 1,000,000
(b)	Motor Vehicle Liability Insurance	\$ 1,000,000
(c)	Professional Liability	\$ 1,000,000

After one year from the date this Agreement is first executed, the 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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

- (1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

- (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

- A. **Non-Discrimination - General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- B. **Non-Discrimination - Employment** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's nondiscrimination policies shall be made available to County upon request.
- C. **Equal Benefits Compliance** With respect to the provision of employee benefits, Contractor will 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.

9. **Violation of Non-Discrimination Provisions**

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

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

10. **Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

11. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human 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 Human Services or her designee violates 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 Human Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human 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.

12. **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 records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. **Compliance with Applicable Laws**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation 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.

15. **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:
Stuart Oppenheim, Director, Children and Family Services
San Mateo County
Human Services Agency
450 - 90th Street
Daly City, CA 94015
650.301.8710

2) In the case of Contractor, to:
Alan Watahara, President
The Senator
The California Partnership for Children
1121 L Street, Suite 304
Sacramento, CA 95814
916.443.1149

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.

16. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement for The California Partnership for Children, the term of this Agreement shall be from December 1, 2001 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days written notices to the other party.

17. **Contractor's Outcome Based Management Responsibilities:**

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency's Outcome Based Management Responsibilities:

- a. Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- b. Issue and review OBM Implementation Guidelines.
- c. Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

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

Date: _____


ATTEST:

Clerk of Said Board

Date: _____

THE CALIFORNIA PARTNERSHIP FOR CHILDREN

ALAN A. WATOHARA, PRESIDENT
Name, Title - Print

Signature 

Date: 11.6.01

Tax ID# 23-7277982

COMMUNITY TASK FORCE ON HOMES FOR CHILDREN

Shahnaz Taplin, Exec. Director
Name, Title - Print

Signature Shahnaz Taplin

Date November 2, 2001

Tax ID # 2372-77-982

EXHIBIT A

PROGRAM DESCRIPTION

THE CALIFORNIA PARTNERSHIP FOR CHILDREN

DECEMBER 1, 2001 THROUGH JUNE 30, 2003

I. Services

A. "Bay Area Homes for Kids"

San Mateo County participates as an equal partner with other Bay Area counties to provide annual support for the "Bay Area Homes for Kids" campaign. The "Bay Area Homes for Kids" campaign was created by the Bay Area Community Task Force On Homes for Children for the purpose of soliciting adoptive and foster/adopt homes for special needs children awaiting permanent placement.

Contractor will be the fiscal sponsor for the "Bay Area Homes for Kids" project of the Community Task Force on Homes for Children which includes the following activities to be provided by the Community Task Force Staff:

1. Work with the Bay Area counties and KPIX-5 Television to advertise for recruiting foster and adoptive parents in their new segment of "Evening Magazine." This includes specific outreach to the African-American, Latino, Gay & Lesbian, and helping professional communities.
2. Staff hotline, which responds to calls and website inquiries generating from the Evening Magazine segment.
3. Refer individuals to the appropriate counties and contacts.
4. Develop and utilize evaluation protocols to assess the program's success rate.
5. Develop and maintain databank on phone callers and email inquiries to track responses.
6. Develop trainings for Bay Area counties on adoption and foster communication strategies.
7. Keep counties informed and updated on program by holding regular advisory meetings.
8. Create a consistent name and identity for new "Bay Area Homes for Kids" program; integrate new "branding" for Evening Magazine segment, the Bay Area counties and web development.

EXHIBIT B

PAYMENT SCHEDULE

THE CALIFORNIA PARTNERSHIP FOR CHILDREN

DECEMBER 1, 2001 THROUGH JUNE 30, 2003

I. PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director Human Services or her designee:

- A. County shall pay Contractor SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$79,500) for services described in Exhibit A, Section I.A. Payment shall be made upon receipt of Contractor's invoice on or after:

December 1, 2001 for FY 2001-02 - \$39,750
July 1, 2002 for FY 2002-03 - \$39,750

County's share subtotal \$79,500

- B. In addition, the State of California pays SIXTY THREE THOUSAND DOLLARS (\$63,000) to CPC using County of San Mateo, Human Services Agency as the fiscal intermediary. Payment on behalf of the State will be made upon receipt of Contractor's invoice on or after:

December 1, 2001 for FY 2001-02 - \$31,500
July 1, 2002 for FY 2002-03 - \$31,500

State's share subtotal \$63,000

- C. County will pay Contractor no later than the fifteenth (15) workdays after receipt of Contractor's approved invoice. In any event, the total payment to Contractor shall not exceed ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500) for term of the agreement.

THE CALIFORNIA PARTNERSHIP FOR CHILDREN

(Required only from Contractors who provide services
directly to the Public on the 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 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.

The California Partnership for Children
Name of 504 Person - Type or Print
1121 L Street, Suite 304
Address
Sacramento, CA 95814
City & State Zip Code

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

11.05.01

Date

[Signature] PRESIDENT
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 disabled 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

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: The California Partnership For Children
Contact Person: Alan Watahara
Address: 1121 L Street, Suite 304
Sacramento, CA 95814
Phone Number: (916) 443-1149
Fax Number: (916) 443-1351

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 6 day of Nov, 2001 at Sacramento, CA,
(City)

(State)
[Signature]
Signature
President
Title


Alan A. Watahara
Name (Please Print)
23-7277982
Contractor Tax Identification Number

County of San Mateo
Departmental Correspondence

3 pages

DATE: November 1, 2001

TO: Priscilla Morse, Risk Manager
Ext.- 4610, Fax -4864, Pony #EPS163

FROM:  Nalini Nath, Contract Unit
Ext: 5184; Fax: 596-3478; Pony: HSA210

SUBJECT: Contract Insurance Approval

CONTRACTOR: California Partnership for Children

Does Contractor Travel and what percent? no

DUTIES: Provides fiscal sponsorship of the "Bay Area Homes for Kids".

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	<u>\$1M</u>	<u>✓</u>	<u> </u>	<u> </u>
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u> </u>	<u> </u>

Remarks/Comments:

Thanks.

SIGNATURE: 

Risk Management

11-1-01
Date

RENEWAL CERTIFICATE



SCOTTSDALE INSURANCE COMPANY®

Home Office:
One Nationwide Plaza ▪ Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive ▪ Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

CPS0370644

Policy Number

Item 1. Named Insured and Mailing Address:

CALIFORNIA PARTNERSHIP FOR CHILDREN
INC. (REFER TO UTS-SP-1 8/96)
1121 L STREET
SACRAMENTO, CA 95814



3780 Rosin Court,
Suite 200
Sacramento, CA 95834
Tel. 916-646-1919
Fax. 916-646-0995

Agent Name and Address:

GEORGE ROTHERT & ASSOCIATES
144 SOUTH E STREET, SUITE 200
SANTA ROSA, CA 95404-4793

Agent No.: 04070 Program No.: A1

Item 2. Policy Period

From: 08/09/2001

To: 08/09/2002

12:01 A.M. Standard Time at the address of the NAMED INSURED as stated herein.

In consideration of the renewal premium stated, the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

Premium
\$ 2,310.00

BROKER'S FEE	125.00
PREMIUM TAX	69.30
STAMPING FEE	5.78
GRAND TOTAL	2,510.08

☐ No changes from previous term.

☒ Changes on endorsement below are applicable with above inception date.

GENERAL LIABILITY RATES HAVE CHANGED:

DESCRIPTION	CLASS CODE	EXPOSURE	BASIS	RATE	PREMIUM
BUILDINGS OR PREMISES -	61224	1,307	AREA	065.830	\$500 MINIMUM
OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED. PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.					

ADDITIONAL INSURED 49950 7 EACH INCLUDED INCLUDED

HIRED AUTO LIABILITY PREMIUM IS: \$543

NONOWNED AUTO LIABILITY PREMIUM IS: \$272

FORM IL 0270 (3/00) AND FORM UTS294g (7/01) ARE ADDED AND ATTACHED.

PROPERTY RATES HAVE CHANGED:

PREM NO.	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE	RATE	PREMIUM
1	BUS. PERS. PROP.	\$100,000	SPECIAL W/ THEFT	90%	0.430	\$430
2	BUS. PERS. PROP.	\$ 10,000	SPECIAL W/THEFT	90%	0.430	\$ 43
BOTH	EXTRA EXPENSE	\$ 20,000	SPECIAL		0.860	\$172
PROPERTY BUS.	EXTENSION CFS-20S				FLAT	\$100

FORM UTS293g (7/01) IS ADDED AND ATTACHED
PROPERTY DEDUCTIBLE HAS CHANGED TO \$1,000.

INLAND MARINE COVERAGE PART PREMIUM IS: \$250

PRODUCER: MCGEE THEIELEN & PURVES, INC.
SZ/SH
8/16/2001

INSURED

UTS-1 (12-00)

INFORMATION PAGE

25461

A Stock Company

1177 Avenue of the Americas (44th & 45th Floors)
New York, NY 10036

01KR-0025-400

NEW

CALIFORNIA PARTNERSHIP FOR CHILDREN
1121 L STREET SUITE 304
SACRAMENTO, CA 95814

☐ Corporation ☒ Other

NON-PROFIT
ORGANIZATION

Insured's I.D. No(s)., if applicable

SIC:

Bureau ID:

FEIN: 237277982

Other workplaces not shown above:
See Endorsement WC 104 (10/93)

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
CA

B. Employers Liability Insurance: Part Two of the policy applies to the states, if any listed in item 3A: The limit of our liability under Part Two are: Bodily Injury by Accident 1,000,000 each accident

Bodily Injury by Accident	1,000,000	each accident
Bodily Injury by Disease	1,000,000	policy limit
Bodily Injury by Disease	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any listed here:

All states except states listed in Item 3A and NORTH DAKOTA, OHIO, WASHINGTON, WEST VIRGINIA, WYOMING

D. This policy includes these endorsements and schedules: JDL6400-1-A, WC101, WC104, WC514, WC040301, WC040360, WC990301, WC040309, WC040601A, WC000404, WC040310, 11721, WC116

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All Information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$ 100 of Remuneration	Estimated Annual Premium
See Attached Endorsement WC101(10/93)				
If indicated below, interim adjustments of premium shall be made-		Premium for increased Limits Part Two, if applicable		\$ 150
<input checked="" type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly		Total Premium Subject to Experience		\$ 2,980
		Modification Premium Modified to Reflect Experience Mod. of		\$
<input type="checkbox"/> Other (Monthly)		Total Estimated Standard Premium		\$ 2,980
		Group Discount		\$
		Schedule Rating		\$
		Premium Discount, if applicable		\$
		Total Estimated Premium		\$ 2,980
		Expense Constant		\$ 125
		CA-REVOLVING FUND 0.000269		\$ 1
		CA-FRAUD ASSESSMENT 0.002363		\$ 7
				\$
				\$
Minimum Premium \$ 350	Deposit Premium \$ 1,176	Total Estimated Annual Premium		\$ 3,113

Minimum Premium \$ 350

Deposit Premium \$ 1,176

Total Estimated Annual Premium

\$ 3,113

Name of Producer: MCGEE, THIELEN & PURVES INS.
BROKERS INC

Servicing Office: 3780 ROSIN COURT, SUITE 200
SACRAMENTO, CA 95834

Countersigned By

01/23/2001

Authorized Representative

Date _____

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.