



AGREEMENT
COUNTY OF SAN MATEO
AND
PENINSULA COMMUNITY FOUNDATION
FOR THE PERIOD
OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2003

Reference:

Omnibus Budget Reconciliation Act of 1993
Promoting Safe and Stable Families Program
Temporary Assistance for Needy Families Program

Agency Contact Person:

Mary Ann Tse
Regional Program Manager
Human Services Agency
650.802.5115

AGREEMENT WITH THE PENINSULA COMMUNITY FOUNDATION
FOR OVERSIGHT OF PROMOTING SAFE AND STABLE FAMILIES (PSSF)
AND TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
PROGRAMS.

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA COMMUNITY FOUNDATION hereinafter called "Contractor";

WITNESSETH:

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 Promoting Safe and Stable Families Planning and Temporary Assistance for Needy Families Funds in accordance with:

1. Federal Omnibus Reconciliation Act of 1993
2. California Department of Social Services Promoting Safe and Stable Families Program and Temporary Assistance for Needy Families Program.

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-1: Program Description
- Exhibit A-2: Approval to Subcontract
- Exhibit A-3: Peninsula Partnership Council Membership List

- Exhibit B-1: Payment Schedule
- Exhibit B-2: Expenditure Budget

- Exhibit C: Compliance with Section 504

- Exhibit D: Program Monitoring
- Exhibit D-1 Peninsula Partnership Council Site Collaborative Liaisons

- Exhibit E: Program Administration
- Exhibit F: Interim and Final Progress Report Format
- Exhibit G: Equal Benefits Declaration Compliance

2. **Definitions**

- A. Peninsula Partnership – a coalition of leaders in San Mateo County who represent County and City Government, schools, non-profit organizations, foundations, and businesses, designated by the County of San Mateo Board of Supervisors as the planning body for the Promoting Safe and Stable Families Program and using TANF funds for program sustainability.
(For Membership in Peninsula Partnership see Exhibit A-3.)
- B. Promoting Safe and Stable Families Program (Formerly Federal Family Preservation and Support Program – passed in the Federal Omnibus Budget reconciliation Act of 1993. These funds are dedicated to programs that prevent social stressors that contribute to family crisis and to intensive services to high-risk families to prevent out-of-home placement.
- C. Collaborative Site - any one of the nine entities with which the Peninsula Community Foundation contracts to provide services under this Agreement. Each site has a fiscal sponsor who ensures that the site expends funds in accordance with the budget and fiscal provisions of its Agreement with the PCF.

3. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B-1, 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-1, attached hereto and incorporated by reference herein. The oversight body for these services is the Peninsula Partnership Council whose membership list is Exhibit A-3, attached hereto and incorporated by reference herein.

4. **Payments**

- A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A-1, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED FORTY NINE THOUSAND EIGHTY SEVEN DOLLARS (\$649,087) for the first year of the Agreement (October 1, 2001 through September 30, 2002).

The amount of funding for the second year Agreement (October 1, 2002 through September 30, 2003) will be based upon the availability of State funds.

- B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B-1. 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-1 be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4.A. above. Each payment shall be conditioned on the performance of the services described in Exhibit A-1 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-1. 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 Agreement 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.
- E. **Source of Funding.** Of the total amount of funds paid to the Contractor under the terms of this Agreement, the County shall, based upon the Contractor's descriptions of services to be provided, determine which portion of such services can be reasonably calculated to accomplish the PSSF program goals and reasonably calculated to accomplish the TANF program goals at the County's discretion.
- F. **Fiscal Relationships:** The Human Services Agency, as fiscal intermediary, receives the San Mateo County Federal Promoting Safe and Stable Families Program allocations from the California Department of Social Services. Under the term of this Agreement, Peninsula Community Foundation receives the total amount of the PSSF allocation and a portion of the TANF Incentive allocation.

5. **Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent contractors and that no agency, employee, 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.

6. **Hold Harmless**

- A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

- C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

7. **Insurance**

- A. The Contractor and its subcontractors 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 and its subcontractors 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 and its subcontractors 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

Motor Vehicle Liability Insurance and Professional Liability Insurance shall be waived for the Contractor, Peninsula Community Foundation, as they will not be delivering direct services to any client or member of the community pursuant to the Agreement. Contractor is serving as a fiscal and monitoring sponsor.

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.

8. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below and shall require its subcontractors to do the same:

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 Agreement.
- (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.

- B. **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.
- C. **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.
- D. **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 Section 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 Agreement 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 Agreement and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 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. Except as specifically provided in Exhibit A-2 Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement 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.
- C. The Sub-Contractor shall maintain and preserve all records related to this Agreement in its possession (or will assure the maintenance of such records in the 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 all State audits are complete, whichever is later. Upon request, the Sub-Contractor shall make available these records to the Contractor.

13. **Compliance with Applicable Laws**

- A. 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.
- B. The Sub-Contractor agrees to require his employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the California Department of Social Services Manual of Policies and Procedures to assure that:
 - 1. All applications and reports concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this state for the federal government will be confidential and will not be open for examination for any purpose not directly connected with the administration of such public social services.
 - 2. No person will publish or disclose, or permit or cause to be published or disclosed, any list of persons receiving public social services.

3. No person will publish, disclose, use, or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. The Sub-Contractor agrees to inform all employees, agents, sub-contractors and partners on the above provisions, and any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

14. **Monitoring**

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein.

15. **Program Specific Requirements**

The program specific requirements are contained in Exhibit E, attached hereto and incorporated by reference herein.

16. **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.

17. **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, Human Services Agency
Mary Ann Tse
400 Harbor Blvd, Bldg. B
Belmont, CA 94002
650.802.5115
- 2) In the case of Contractor, to:
Peninsula Community Foundation
Jennifer Sedbrook
1700 South El Camino Real, Suite 300
San Mateo, CA 94402
650.358.9369

18. **Controlling Law**

The validity of this Agreement and 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.

19. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement for Peninsula Community Foundation, the term of this Agreement shall be from October 1, 2001 through September 30, 2003. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

20. **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;
- e. Participating in a review of performance and outcome information; and
- f. Complying 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: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo

Date: _____

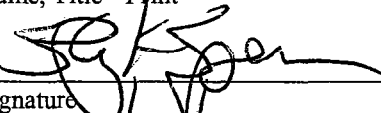
ATTEST:

Clerk of Said Board

Date: _____

PENINSULA COMMUNITY FOUNDATION

Sterling K. Speirn
Name, Title - Print


Signature

Date: 3/13/02

Tax ID# 94-2746687

PROGRAM DESCRIPTION

**PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2003**

The Peninsula Community Foundation will serve as the fiscal sponsor for the Peninsula Partnership for Children, Youth and Families (PPCYF) and in that capacity, will accept the legal responsibility for this Agreement, sign all agreements and discharge the financial obligations on behalf of the PPCYF, a coalition of public and private agencies and individuals.

In accordance with the three-year plan previously approved by the San Mateo County Board of Supervisors, the Peninsula Community Foundation (PCF) will distribute San Mateo County Promoting Safe and Stable Families (PSSF) Program Funds and a portion of the Temporary Assistance for Needy Families (TANF) Program Funds in quarterly installments to fiscal sponsors in nine local collaborative sites that will act as sub-contractors. The collaborative sites, which have been selected because they are home to a large number of children and families in need, are in Daly City, East Palo Alto, Half Moon Bay, Menlo Park, Pacifica, Pescadero, Redwood City, San Mateo and South San Francisco. Permission to sub-contract is attached as **EXHIBIT A-2**.

The PCF will direct the PPCYF to support and oversee the implementation of the PSSF and TANF programs in the site collaboratives and will abide by the regulations set forth by the California Department of Social Services (CDSS) for these programs. An outline of the PPCYF's plan for program monitoring is attached as **EXHIBIT D**.

The site collaboratives will implement the PSSF and TANF programs as part of a broader three-year work plan to develop a comprehensive, integrated and community-based system of services and informal supports to help families meet the health, education, emotional, social and economic needs of their young children. Systems in each of the nine collaborative sites will focus on families and children from before birth through third grade and will seek to accomplish the outcomes of school readiness by kindergarten and academic success by third grade. In accordance with CDSS requirements, at least 20% of the total PSSF funds will be used by at least 4 of 9 site collaboratives for Adoption Promotion and Support and Time-Limited Family Reunification in year two (2) FY 2001-02 and at least 40% in year three (3) FY 2002-03. In addition, each collaborative will dedicate at least \$19,890 received from TANF funds to one or more of the TANF goals. A variety of family support and family preservation programs will be implemented in the collaborative sites to accomplish these outcomes.

Each site collaborative, in order to be eligible for future TANF funding in FY 02-03, shall refine and finalize during FY 2002-03: (1) a plan and strategy for integrating the coordination and delivery of Promoting Safe and Stable Families services provided under this contract as an integral part of the local government and school district of each site; and (2) a financial sustainability plan, both of which meet the requirements of the County and the PCF. In order to assist those site collaboratives that choose to develop the above-referenced plans, the PCF shall, as part of this Agreement, provide consultative and technical assistance services to these site collaboratives.

APPROVAL TO SUB-CONTRACT

**PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2003**

As specified in Paragraph 10B, written permission is given to the Peninsula Community Foundation to employ specific consultants and sub-contractors to carry out responsibilities pursuant to this Agreement. In doing so, the Peninsula Community Foundation will use approved forms, monitor the expenditure of the funds and the execution of the service. The Peninsula Community Foundation will further require all sub-contractors to comply with all the terms and conditions required to be provided by Contractor as part of this Agreement including, but not limited to, insurance requirements and audit procedures.

Approval is given for the Peninsula Community Foundation to enter into agreements with the following sub-contractors to carry out the responsibilities of this Agreement:

1. Cabrillo Unified School District for the Coastside Collaborative.
2. City of Daly City for the Daly City Collaborative .
3. City of East Palo Alto for the East Palo Alto Collaborative.
4. City of Menlo Park for the Belle Haven/Menlo Park Collaborative.
5. City of South San Francisco for the South San Francisco Collaborative.
6. Laguna Salada Union Elementary District for the Pacifica Collaborative.
7. La Honda-Pescadero Unified District for the South Coast Collaborative.
8. Redwood City Elementary District for the Redwood City Collaborative.
9. San Mateo-Foster City School District for the San Mateo Collaborative.

Exhibit B-2

Collaborative Expenditure Budget

COST CATEGORIES	PSSF DOLLARS	TANF DOLLARS	OTHER DOLLARS*	TOTAL BUDGET
1. Daly City	\$ 52,343.33	\$ 19,890.00	\$ 41,360.00	\$ 113,593.33
2. East Palo Alto	52,343.33	19,890.00	41,360.00	113,593.33
3. Half Moon Bay	52,343.33	19,890.00	41,360.00	113,593.33
4. Menlo Park	52,343.33	19,890.00	41,360.00	113,593.33
5. Pacifica	52,343.33	19,890.00	41,360.00	113,593.33
6. Pescadero	51,330.36	19,890.00	41,360.00	112,580.36
7. Redwood City	52,343.33	19,890.00	41,360.00	113,593.33
8. San Mateo	52,343.33	19,890.00	41,360.00	113,593.33
9. South San Francisco	52,343.33	19,890.00	41,360.00	113,593.33
TOTAL:	\$ 470,077.00	\$ 179,010.00	\$ 372,240.00	\$ 1,021,327.00

PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2003

(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.

Vera Bennett
 Name of 504 Person - Type or Print
1700 South El Camino Real, Suite #300
 Address
San Mateo, CA 94402-3049
 City & State Zip Code

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

3-13-02
Date

Vera Bennett
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."

PROGRAM MONITORING

**PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2003**

The Peninsula Community Foundation (PCF) will direct that the implementation of the Federal Promoting Safe and Stable Families (PSSF) and Temporary Assistance for Needy Families (TANF) Programs be monitored by the Peninsula Partnership for Children, Youth and Families (PPCYF) through written reports, regular contact with PPCYF staff and oversight by the Peninsula Partnership Council (PPC), the PPCYF's advisory body.

The PSSF and TANF programs will be implemented by collaborative teams at nine sites. The fiscal sponsor for each collaborative site will receive PSSF and TANF funds, and will be responsible for submitting a Six-Month Interim Progress Report and a Twelve-Month Final Progress Report outlining the implementation of its three-year work plan for comprehensive, integrated services for young children and their families and a financial sustainability plan. These written reports will include information regarding PSSF and TANF services delivered, PSSF and TANF funds expended, and progress made towards PSSF and TANF goals. These written reports will also include a Progress Report on the sustainability plan for each site.

A Manager, hired by the PCF as an in-kind contribution, will report to the PPCYF's Executive Director and the PPC. The Manager will assist with program monitoring in the following ways:

- Stay in regular telephone and in-person contact with each of the nine site collaboratives.
- Provide hands-on assistance, helping the site collaboratives implement their work plans, problem-solve and maintain collaboration.
- Assist the site collaboratives in developing and reporting outcome measurements.
- Broker additional technical assistance to provide training and other supports to the site collaboratives as needed, to be funded by the PPCYF as an in-kind contribution.
- Facilitate cross-site trainings, seminars and peer-learning opportunities.
- Guide the site collaboratives regarding the goals, principles and requirements of the PPCYF.
- Report sites collaboratives' progress, issues and needs to the PPC.

The PPC will play a critical role in ensuring that PSSF, TANF and other funds received from the County under this Agreement are used to accomplish the goals of the PSSF and TANF programs as well as the broader mission of the PPCYF. The PPC will hear reports from the Manager and will stay in direct contact with each of the nine site collaboratives through the site liaisons. PPC members will provide oversight and guidance to the site collaboratives to help them meet the mission, goals and principles of the Peninsula Partnership.

PENINSULA PARTNERSHIP COUNCIL

SITE COLLABORATIVE LIAISONS

Purpose: To connect Peninsula Partnership Council members with the site collaboratives on a regular basis to share ideas, problem-solve and use the valuable expertise of the Council members to address the needs of the sites.

Suggested Expectations for Site Liaisons:

- Attend monthly collaborative meetings, help problem-solve and share ideas/ resources
- Make site liaison update reports at Peninsula Partnership Council meetings
- Serve as advocate/supporter for site collaboratives
- Provide input to Peninsula Partnership staff on technical assistance needs
- Assist in reviewing site collaborative work plans

SITE	LIAISON (As of 3/02)
Daly City	John Maltbie, Sterling Speirn
East Palo Alto	Rose Jacobs-Gibson, Margaret Taylor
Half Moon Bay	John Bayless, Jan Stokley
Menlo Park	Floyd Gonella
Pacifica	Eric McDonnell, Beth Rock, Mike Wilson
Pescadero	John Bayless
Redwood City	Maureen Borland, Pat Brown
San Mateo	Corinne Centeno, Carole Groom
South San Francisco	Margaret Taylor, Mike Wilson

PROGRAM ADMINISTRATION

**PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2003**

1. Financial Reporting Requirements

Contractor will comply with narrative and financial reporting requirements, set forth in the Peninsula Partnership's *Interim and Final Progress Report Format* (see Exhibit F). The Sub-Contractor must be prepared to provide a certified audit upon request by the Contractor.

2. Access to Information and Data

For the purposes of data gathering and analyzing the service given and the overall service results, and so long as it does not infringe upon the rights of the client/Sub-Contractor's confidentiality, the Contractor will have access to any file or record kept by the Sub-Contractor on any client receiving services within the scope of this Agreement for purposes of data gathering and analyzing the service given and the overall service results. In addition, in the event the Sub-Contractor loses its corporate standing or should decide to discontinue its program, all files and records maintained pursuant to this Agreement will become the property of the Contractor.

3. Publish

The Contractor and the California Department of Social Services shall have a royalty-free, non-exclusive and irrevocable license to publish, translate, or use, now or hereafter, all materials developed under this Agreement, including those covered by copyright.

PENINSULA PARTNERSHIP

INTERIM AND FINAL PROGRESS REPORT FORMAT

REPORT PERIODS

Interim: October 1, 2001 - March 31, 2002 – Due Date: April 30, 2002

Final: April 1, 2002 - September 30, 2002 – Due Date: October 31, 2002

Each site collaborative must submit a Six-Month Interim Progress Report and a Twelve-Month Final Progress Report to the Peninsula Partnership. These reports should describe all program activities and expenditures related to the use of program funds, as described in their work plans. The reports must also state the progress made towards achieving the goals of the Peninsula Partnership for Children, Youth and Families. Please be as specific as possible, using the three-year work plan as a guide. Summaries of these reports will be used to provide information to our funders.

The following is the format for the Six-Month Interim Progress Report and the Twelve-Month Final Progress Report. Each section should not exceed two pages.

Section I: Major Accomplishments and Activities for this Report Period

- A. Describe the programs, activities and strategies undertaken by your site collaborative during this report period.
- B. Describe the population served by the project.
- C. Give examples of the progress made towards meeting the Peninsula Partnership goals of (1) kindergarten readiness, (2) academic success by third grade and (3) community capacity building. Be sure to include specific, measurable outcomes for each of these goals.
- D. Include all data collected during the report period. This data should be based upon the performance measures in the three-year work plan.

Section II: Problems and Revisions Experienced during this Report Period

- A. Explain any unintended consequences of the project, positive and/or negative.
- B. Describe any changes to the original three-year work plan and the reasons for these changes.
- C. Give examples of lessons learned.

- D. Request any technical assistance/support needed to help carry out the implementation of the three-year work plan.

Section III: Actual Expenditures for this Report Period

Please submit an itemized list comparing budgeted to actual expenditures. A budget narrative must be included.

Section IV: Major Activities Planned for the Next Report Period

- A. Describe the goals and activities planned for the next six months based upon the three-year work plan.
- B. Explain any revisions you anticipate in your three-year implementation timeline.

Section V: Additional Information

Please provide any additional information that is not covered above and attach background materials, if appropriate (e.g., articles, newsletters, etc.)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Peninsula Community Foundation
Contact Person: Vera Bennett, Vice President, Finance & Administration
Address: 1700 South El Camino Real, Suite #300
San Mateo, CA 94402-3049
Phone Number: 650.358.9369
Fax Number: 650.358.9817

II Employees

Does the Contractor have any employees? [x] Yes [] No
Does the Contractor provide benefits to spouses of employees? [x] 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)

- [x] 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 13th day of March 2002 at San Mateo, California
(City) (State)

Vera Bennett
Signature

Vera Bennett
Name (Please Print)

Vice President, Finance and
Title Administration

94-2746687
Contractor Tax Identification Number

County of San Mateo
Departmental Correspondence

24 pages

DATE: January 23, 2002
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: Peninsula Community Foundation (PSSF)

Does Contractor Travel and what percent? Yes, 2% covers travel.
Contractor us fiscal sponsor of 9 community projects.

DUTIES: Fiscal sponsorship of Peninsula Partnership. Legally responsible for this contract to discharge financial obligations on behalf of Peninsula Community Foundation.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Dishonesty	\$450,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Thanks.

SIGNATURE: Priscilla Morse 1-23-02
Risk Management Date

PRODUCER **WSSF**

Woodruff-Sawyer & Co.
 220 Bush Street, 7th Floor
 San Francisco, CA 94104-0000
 415-391-2141

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A **Non-Profit Insurance Alliance**

INSURED **012494**

Peninsula Community Foundation
 1700 South El Camino Real, Suite 300
 San Mateo, CA 94402-3049

COMPANY
B

COMPANY
C

COMPANY
D

COPY

COVERAGES

THIS IS TO CERTIFY THAT 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. 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	2001-00681	11/15/01	11/15/02	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Grant received from County of San Mateo. As respects Commercial General Liability, San Mateo County, Human Services Agency, is an Additional Insured per form CG 2026 attached.

CERTIFICATE HOLDER

San Mateo County
 Human Services Agency
 400 Harbor Blvd., Bldg.C
 Belmont, CA 94002-

CANCELLATION 10 Day Notice For Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

