



peninsula
community foundation

GRANT AGREEMENT

In consideration of the Grant hereinafter described by Peninsula Community Foundation, 1700 South El Camino Real, Suite 300, San Mateo, California, 94402, ("Foundation") to

Grantee: San Mateo Medical Center (SMMC)
Address: 222 West 39th Avenue
San Mateo, CA 94403
Grantee Contact Person: Ann Marie Silvestri, D.D.S., Supervising Dentist
Foundation Program Officer: Justine Choy, Program Officer

The Grantee agrees to the following:

TERMS AND CONDITIONS OF THE GRANT:

The following terms and conditions shall be met by the Grantee in order to receive the grant that has been awarded. Should Grantee fail to meet any of these terms and conditions, Foundation may, in its sole discretion, withdraw and terminate the Grant and shall thereafter have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may, in its sole discretion, require repayment of any grant funds which were not used in accordance with the terms of this Grant Agreement (the "Agreement"), including the Grant Purpose and the Special Conditions set forth below and the Grant Application which is the basis for the Grant (the "Grant Application").

1. Grant Purpose: Second-year support to provide dental care for low-income residents of San Mateo County through a program involving diagnosis, screening, and transportation to University of the Pacific School of Dentistry in San Francisco for dental services.

2. General Terms:

Name of Project: Dental Services
Grant Amount: \$40,000
Date Approved: March 2, 2006
Grant Period: March 1, 2006 through February 28, 2007

Anticipated Project Outcomes:

- Provide comprehensive dental services to 700 low-income adults with the greatest medical/dental need through two program options: comprehensive services at UOP Dental School in San Francisco and the denture program at SMMC's Willow Clinic.
- Provide care coordination for registered patients and provide dental x-rays and initial exam (ODTP) and transportation for select patients.

- Monitor and evaluate pilot program activities and outcomes and make program refinements, including administering a patient survey to collect data on patient satisfaction and oral health outcomes.
- Develop an operations manual.
- Assess costs and identify sources of revenue (including Analyses of patient mix, expenses and revenue from reimbursement) and develop a financial sustainability plan.

Payment Schedule:

The Grant will be paid in two installments over the grant period. The first installment of this grant will be paid within 30 days following the return of this signed Grant Agreement to Foundation.

NOTE: if the Agreement is not returned to Foundation within 90 days, the Grant may, in the sole discretion of Foundation, be voided. Grantee may request the second installment when the Grantee submits its interim narrative and fiscal reports and when the first installment has been expended. If Grantee expends the granted funds over a period longer than the Grant Period, Grantee shall notify Foundation's Program Officer at least one month prior to the expiration of the Grant Period.

Report Schedule:

An Interim Report shall be made by Grantee to Foundation by October 1, 2006, 30 days after the six-month anniversary of the beginning of the Grant Period. A Final Report shall be made by Grantee to Foundation by April 15, 2007, 45 days after the close of the Grant Period. (See enclosed report guidelines.) Failure to submit reports when due may be cause for immediate termination of the Grant and thereupon any portion of the Grant which has been received by the Grantee shall be returned to the Foundation upon the Foundation's request.

If Grantee wishes to seek further funding from Foundation and is invited by Foundation to submit a request, the Proposal for Funding shall be submitted by Grantee to Foundation by December 1, 2006 (approximately 10 months). The Proposal for Funding shall include a brief explanation on progress to date in achieving outcomes.

3. Special Conditions:

None.

4. Hold Harmless Agreement:

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Foundation, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the Grant, the application of funds furnished pursuant to the Grant, the program or project funded or financed by the Grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

5. Public Acknowledgment:

Grantee shall credit Foundation in publications, press releases, brochures, videotapes, and other publicity or public relations materials and presentations resulting from the use of the Grant or developed for activities authorized under the Grant.

6. Project Objectives, Budget, and Use of Funds:

The Grant and all funds received by Grantee in relation thereto shall be used by Grantee strictly in accordance with the terms of the Agreement, including the Grant Purposes set forth in Paragraph 1, and the Project Objectives and Project Budget described in the Grantee Application. Grantee shall maintain books and records that segregate and account for the Grant separately. All expenditures made in furtherance of the purposes of the Grant shall be charged off against the Grant and shall appear on those books. Grantee shall keep vouchers or other records to substantiate all expenditures.

If the Grant is made for the purchase of capital equipment, for an endowment, or other capital purposes, Grantee shall submit reports to Foundation for the current taxable year and for Grantee's two succeeding taxable years describing the use of the principal and income, if any derived from the granted funds.

7. Access to and Use of Project Information:

Grantee shall make books and records connected with the Grant available to Foundation and its auditors at reasonable times during regular business hours. Grantee shall keep copies of all books and records and all reports to Foundation for at least three years after completion of the use of grant funds.

8. Project Review and Evaluation:

Grantee agrees that Foundation may review and/or evaluate the project funded by the Grant. This may include visits by representatives or agents of the Foundation to observe the Grantee's project operations; to review project data, financial records, or corporate records; and to discuss the project with the Grantee's staff or governing board. At all times, Grantee shall accurately maintain books of account, records and documents of every kind in which all matters relating to the project funded by the Grant, including all income, expenditures, assets, and liabilities thereof, shall be entered. Grantee shall keep all such records for at least three years after completion of the use of grant funds.

9. Grant Reports and Audits:

Grantee shall submit to Foundation Interim Reports and a Final Report, including narrative information and full financial accounting of the expenditure of these grant funds, according to the Report Schedule set forth in Paragraph 2 of the Agreement. All Grantee reports shall become the property of Foundation. Report forms and guidelines shall be provided by the Foundation. Any payments scheduled for release subsequent to the due date of a report shall be held by Foundation until the report has been submitted and approved. Foundation in its discretion may also require

an audit of the agency or project, which may include the review of programmatic as well as financial records. The expense of any audit required by Foundation will be borne by Foundation, with the exception of audits required as part of the grant application process. In addition to Interim and Final Reports, Grantee is required to report to the Foundation any changes in project or agency leadership during the period of the grant.

10. Payments:

Grant payments will be made by Foundation according to the Payment Schedule set forth in Paragraph 2 of the Agreement provided that payments scheduled for a certain month may be made at any time during that month, and that if the project is not making reasonable progress toward meeting its stated objectives as set forth in the Grant Application, or the Grantee is not otherwise in compliance with the Agreement, then Foundation may at its sole discretion defer, reschedule, or cancel future payments.

11. Reversion:

Any funds not expended for the purposes agreed to by Foundation, including any unspent balance at the conclusion of the grant period, must be returned to Foundation. Grantee agrees that it shall convey back to Foundation the value of any equipment or real estate/property purchased with grant funds if, within five years of the end of the grant period, the nature of its use is diverted from the purposes for which the Grant was made or if the Grantee organization ceases operations.

12. Modifications and Termination:

The terms of this Agreement may be revised or modified only with the prior written consent of Grantee and Foundation. Should Grantee fail to meet any of the terms or conditions of the Agreement, Foundation may withdraw its award and terminate the Agreement and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require the repayment by Grantee to Foundation of any grant funds which were not used in accordance with the terms of the Agreement, including the Grant Purposes and Objectives set forth in Paragraph 1 and 3 of the Agreement and the Grant Application. Grantee may terminate the Grant at any time by written notification to Foundation accompanied by a final report as required in Paragraph 10, and the return of any unspent funds to Foundation.

13. Limit of Commitment:

The Grant has been awarded with the understanding that Foundation has no obligation to provide other or additional support for this project, nor does this award represent any commitment to or expectation of future support from Foundation for this or any other project of Grantee.

7. Was there something about funding from the Foundation that was critical to the project? (Note: A "no" response is perfectly fine; however, if the Foundation's grant completed funding to make the project feasible, or if an early grant from the Foundation helped you to attract other sources of funding, that is helpful information for us to know).

8. What is the future of your project? Has it ended? Is it ongoing? If so, how will it be funded? Have you identified the sources of funding to ensure its continuation?

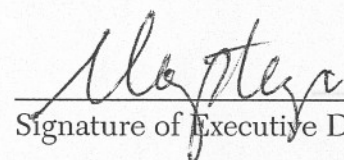
9. Are there any additional comments or information you would like to add?

10. **Please attach the following to your completed report:**

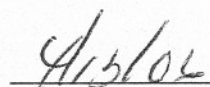
_____ A detailed income and expense statement for your project that identifies primary sources of support, along with a copy of the original project budget you submitted to the Foundation. If your actual expenses were different than those anticipated, please explain. The income and expense statement should be consistent with the format of the budget in your original proposal.

_____ Copies of any publicity or press coverage about the project.

_____ Any supplementary material you believe might interest the Foundation.



Signature of Executive Director



Date

Please return report to:

Carol Guinasso
Senior Program Associate
Peninsula Community Foundation
1700 South El Camino Real, Suite 300
San Mateo, CA 94402-3049

If you have any questions about completing this report, please do not hesitate to contact Foundation staff at 650.358.9369.

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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board