

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA CONFLICT RESOLUTION CENTER**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA CONFLICT RESOLUTION CENTER, 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 thereof;

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, with: Dependency Mediation, Civic Engagement and Facilitation services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Dependency Mediation Program Description
- Exhibit AI- Dependency Mediation Payment Schedule
- Exhibit AII- Dependency Mediation Program Monitoring
- Exhibit B – Community Building/Civic Engagement Program Description
- Exhibit BI- Community Building/ Civic Engagement Payment Schedule
- Exhibit BII –Community Building/Civic Engagement Program Monitoring
- Exhibit C – Facilitation Program Description
- Exhibit CI – Facilitation Payment Schedule
- Exhibit CII – Facilitation Program Monitoring
- Exhibit D – 504 Compliance
- Exhibit E – Contractor’s Declaration Form
- Exhibit F – Child Care Reporting Requirement

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “AI, BI and CI,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits “A, AII”, “B, BII” and “C, CII”.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A, AII", "B, BII" and "C,CII," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "AI, BI and CI." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED THIRTY TWO THOUSAND SIX HUNDRED NINETY DOLLARS, (\$132,690)**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2007 through June 30, 2008**.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 certifies, as required by Section 1861 of the California Labor Code, that it is 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 contractors 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

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.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices

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

In the case of County, to:

Jerry Lindner, Interim Director, Children and Family Services
Human Services Agency
400 Harbor Blvd. Bldg. B
Belmont, CA 94002
650.802.3390

In the case of Contractor, to:

Gemmie Jones, Executive Director
Peninsula Conflict Resolution Center
1660 South Amphlett Blvd. Suite 219
San Mateo, CA 94402
650.591.0330

16. 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PENINSULA CONFLICT RESOLUTION CENTER
Gemmie Jones, Executive Director

Contractor's Signature

Date: _____

**DEPENDENCY MEDIATION
PROGRAM DESCRIPTION
July 1, 2007 through June 30, 2008**

In consideration of the payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency or her authorized representative, provide services to benefit the citizens of San Mateo County as described below. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services for this program, which is jointly funded by the Superior Court of San Mateo and the Human Services Agency of San Mateo County:

1. Administer the Juvenile Dependency Mediation Program. Dependency Mediation is the application of a neutral facilitation process to families in which there is the potential for removal of a child(ren) from parental custody because of neglect or abuse.
2. Through a case development process, the program coordinator talks with potential mediation participants to explain the process, explore issues and concerns and gain their commitment to seeking a voluntary resolution through mediation.
3. Social workers and other social services providers working with the family, as well as the court and legal representatives, help to identify the scope of the mediation and focus it on areas in which a voluntary agreement can be reached.
4. PCRC notifies the referring agency about the outcome of the referral at the time the case is closed.
5. The goals of Juvenile Dependency Mediation are to:
 - a. Facilitate the development of early, appropriate and comprehensive agreements that serve to protect the safety and best interests of children.
 - b. Preserve the dignity and involvement of family members and encourage sensitivity.
 - c. Emphasize family preservation and strengthening whenever possible by identifying and using resources within the family first and in the community if required.
 - d. Facilitate a full exchange of the most current case information and clarify the roles and responsibilities of each of the participants.
 - e. Encourage the accountability of family members and professionals who are interacting with the family.
 - f. Separate the personal issues and biases of the participants from factual information by facilitating constructive communication and reduction of acrimony.
 - g. Creatively intervene to resolve conflict and improve ongoing communication within family settings.
 - h. Assist in providing various participants with information on the child welfare process, child development, family dynamics and available services.
 - i. Reduce the family's sense of alienation from the Juvenile Dependency System.

6. Conduct presentations at New Social Worker Unit training and at unit meetings in all the regions. Coordinate the presentations with HSA staff. HSA staff will provide PCRC with contact information needed to arrange presentations.
7. Provide above-mentioned mediation services to Differential Response (DR) Path One and Two families as a constructive way for families to address the issues that threaten their stability.
 - a. Develop a 10-12 case study that could help PCRC structure a more ambitious approach to including mediation in the DR array of services.
 - b. Coordinate with DR contractors in establishing a referral process and other program procedures. HSA staff will assist with making connections between PCRC and DR contractors.
 - c. Orient case managers about how mediation works and the criteria for situations that could benefit from mediation so that appropriate referrals are made. HSA and/or DR contractors will assist with setting up presentations to appropriate case workers by PCRC.
 - d. Provide mediation services to referred families and track the outcome of the mediation. When possible, track whether this service was successful in deterring that family's entry into the child welfare system. HSA will provide PCRC with this information upon request.

**DEPENDENCY MEDIATION
PAYMENT SCHEDULE
July 1, 2007 through June 30, 2008**

I. In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of Exhibit AI herein, County shall pay Contractor in the manner described below:

A. **Budget**

Personnel	
Program Coordinator (.75 FTE) – Salary	\$31,500
Benefits @25%	\$ 7,875
Operational	
Associate Director	\$ 9,000
Benefits @ 25%	\$ 2,250
Insurance	\$ 350
Audit	\$ 900
Rent	\$ 4,050
Phone	\$ 900
Postage	\$ 150
Office Supplies	\$ 880
Travel	\$ 500
Staff Development/Training	\$ 250
Maintenance/Repair	\$ 305
Printing/Publishing	\$ 300
Computer Hardware/Software	\$ 600
Fiscal Services	<u>\$ 400</u>
Juvenile Dependency Mediation Total	\$60,210

B. **Payment Rates:**

County shall pay Contractor quarterly according to the following payment schedule listed below in consideration for services as described in Exhibit A, and other services provided by Contractor pursuant to the Agreement.

Such quarterly payments will be made as follows:

Operational Costs:

September 2007	\$ 5,208
December 2007	\$ 5,208
March 2008	\$ 5,208
June 2008	<u>\$ 5,211</u>
SUBTOTAL	\$20,835

Personnel Costs:

County shall pay Contractor for actual salaries and benefits associated with required program staffing as described in Exhibit A. Personnel costs will not exceed THIRTY NINE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (\$39,375) for FY 2007-08. Contractor must provide detailed invoice with actual salaries and benefits for staff.

- II. The maximum amount the County shall pay the Contractor for services described in Exhibit A and based on payment schedule in Exhibit AI shall not exceed SIXTY THOUSAND TWO HUNDRED TEN DOLLARS (\$60,210) for the term of the Agreement.
- III. Invoices shall be sent to: Pravin Patel, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- IV. All payments under this Agreement must directly support services specified in this Agreement.
- V. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- VI. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- VII. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.
- VIII. When County plans not to renew an Agreement in the following fiscal year or if the County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
 - A. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports.
 - B. Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.

**DEPENDENCY MEDIATION
PROGRAM MONITORING
July 1, 2007 through June 30, 2008**

I. Contractor agrees to the following outcomes:

1. Measure: Families referred by Children and Family Services Social workers will participate in the mediation program.

Outcomes:

90% of the families that participate in a PCRC mediation will receive orientation to the process and be adequately prepared to participate in a mediation.

70% of the unduplicated Children and Family Services cases that choose to participate in a mediation will reach an Agreement.

2. Measure: Families referred by Children and Family Services Social workers will report satisfaction with services provided.

Outcomes:

85% of participants surveyed will report that they would use PCRC services again.

85% of participants surveyed will report that they would recommend PCRC services to others.

II. Contractor will submit **quarterly activity reports** to the **Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**. Quarterly reports are due on:

October 31, 2007

January 31, 2008

April 30, 2008

July 31, 2008

III. Contractor will submit to the **Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**, a bi-annual report showing the program's performance against the stated outcomes and a year-end narrative report summarizing the program's successes and its impact to the community. The six-month report is due on January 31, 2008 and the year-end report is due on July 31, 2008.

IV. Contractor will submit to the **Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002**, a financial audit, as soon as it becomes available.

V. In addition to San Mateo County Human Services, Children and Family Services Program Policy Director's participation on the Juvenile Dependency Mediation Advisory Committee, site visit will be conducted at least once during the term of the Agreement to review all aspects of program operations. Site visit may include a review of Contractor's programmatic and fiscal documentation related to required reports.

**COMMUNITY BUILDING/CIVIC ENGAGEMENT SERVICES
PROGRAM DESCRIPTION
July 1, 2007 through June 30, 2008**

1. PCRC will provide community building/civic engagement services related to efforts focused on child well-being, and in particular, on supporting various HSA initiatives. At the request of and/or approval by the Human Services Agency, PCRC will provide 50 hours of consultation or meeting preparation and 25 hours of facilitation for Human Services initiatives identified in this contract.
2. PCRC will partner with the named Human Services Agency Initiatives to design and implement community planning and involvement projects. PCRC will ensure that groups involved in meetings and dialogues will experience informative and respectful processes that promote trust in public participation and support ongoing engagement. PCRC will provide the following specific services upon the request of the Human Services Agency:
 - a. Consultation in regard to recruiting meeting participants
 - b. Development of meeting/dialogue agendas
 - c. Neutral facilitation for meetings and dialogues
 - d. Provide participants with meeting notes and timelines as appropriate and debrief with meeting planners as needed.
 - e. Meeting/process evaluation
3. With support from the Silicon Valley Community Foundation and the Human Services Agency, PCRC will implement a Community Building/ Civic Engagement Initiative that will offer dialogue and meeting facilitation services, training and consultation for staff of public agencies and support for emerging community leaders and coordination with other civic engagement projects in San Mateo County. PCRC will supervise staff, contractors and trained volunteers who will facilitate small and large group meetings and dialogues to promote collaboration between and among public agencies (schools, County, cities) private service providers, parents of school children and other community members and groups in efforts to make San Mateo County more accountable for the well-being of all its children.

Such efforts may include but not be limited to: facilitation of meetings and dialogues and consultation for Fatherhood Collaborative, planning and facilitation for YFES youth and service provider fish bowls and other input forums.

4. Parent involvement efforts in San Mateo County that HSA is involved in or supportive of, for example: Family Resource Centers in the Redwood City School District, Cunha Middle School's Community School efforts, Ravenswood School District's Community School efforts.
5. PCRC will develop and coordinate a roster of trained facilitators to work on civic engagement projects and maximize effectiveness and cultural competence of these volunteers.
6. PCRC will explore the possibility of building a parent support program to assist families who might be struggling to navigate the child welfare system. PCRC will coordinate research into successful practices in parent to parent mentoring and assist in the design of an approach to implementing a small program in San Mateo County during the 07-08 Fiscal Year.

**COMMUNITY BUILDING/CIVIC ENGAGEMENT SERVICES
PAYMENT SCHEDULE
July 1, 2007 through June 30, 2008**

I. In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of Exhibit BI herein, County shall pay Contractor in the manner described below:

A. Budget

Civic Engagement Manager (.4 FTE)	\$28,325
-----------------------------------	----------

B. Payment Rates:

County shall pay Contractor for actual salaries and benefits associated with required program staffing as described in Exhibit B. Contractor must provide detailed invoice with actual salaries and benefits for staff.

II. Costs will not exceed TWENTY EIGHT THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS (\$28,325) for services described in Exhibit B and based on payment schedule in Exhibit BI.

III. Invoices shall be sent to: Pravin Patel, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.

IV. All payments under this Agreement must directly support services specified in this Agreement.

V. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit B.

VI. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.

VII. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

VIII. When County plans not to renew an Agreement in the following fiscal year or if the County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:

A. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports.

B. Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.

**COMMUNITY BUILDING/CIVIC ENGAGEMENT SERVICES
PROGRAM MONITORING
July 1, 2007 through June 30, 2008**

I. Contractor agrees to the following outcomes:

1. Measure: Increase the quantity and quality of parent involvement at targeted school sites.

Outcome: 10% increase in the percentage of families engaged in parent involvement and leadership program

2. Measure: At the request of the Human Services Agency, provide 50 hours of consultation or meeting preparation and 25 hours of facilitation for Human Services initiatives identified in this contract.

Outcome:

80 % of participants returning surveys will report satisfaction (4 to 5 on a 5 point scale) with services provided.

II. Contractor will submit **quarterly activity reports** to the **Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002,**. Include details on community building/civic engagement activities. Quarterly reports are due on:

October 31, 2007

January 31, 2008

April 30, 2008

July 31, 2008

III. Contractor will submit to the **Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002,** a bi-annual report showing the program's performance against the stated outcomes and a year-end narrative report summarizing the program's successes and its impact to the community. The six-month report is due on January 31, 2008 and the year-end report is due on July 31, 2008.

**FACILITATION
PROGRAM DESCRIPTION
July 1, 2007 through June 30, 2008**

In consideration of the payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency or her authorized representative, provide services to benefit the citizens of San Mateo County as described below. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

1. Adolescent Collaborative Action Team (ACAT)

- Attend monthly ACAT and ACAT Steering Committee meetings and assist with the development of the agenda for both meetings.
- Provide timely notice of meetings to members along with previous meeting's minutes.
- Maintain an ACAT meeting binder with agendas, materials, minutes for each meeting.
- Assist with ACAT meeting logistics (e.g. copy agendas, prepare sign-in sheets, provide notes)
- Assist with a process to review the status of the current Strategic Plan implementation and update the plan as needed. Assist with the development of the year-end report.
- Update mailing and e-mail contact list regularly.
- Provide ongoing cyber communications regarding areas of interest to all members, in consultation with ACAT Steering Committee.
- Assist Steering Committee to convene work groups as needed.

2. Citizen Review Panel (CRP)

- Develop/maintain member database for CRP.
- Develop agendas for each meeting working from CRP's approved work plan.
- Facilitate regular and special meetings of CRP and take notes at these meetings.
- Maintain binder of meeting agendas, notes, and materials used by CRP.
- Send action reminders between meetings and reminders of scheduled meetings.
- Design and facilitate CRP planning meetings, take notes on key points and distribute as appropriate.
- In consultation with CRP members, develop FY 07-08 annual report including writing and editing report, publishing and disseminating report.
- Assist CRP members with regular operations to promote the efficiency and effectiveness in achieving the mission of the Panel.

3. Facilitation of Professional and Community Groups

- a. PCRC will provide facilitation services as requested by the Human Services Agency. Facilitation services will include development of the agenda, development of supporting materials, facilitation of the meetings, and compilation of meeting notes following the meeting. This service might be used to support internal work teams and for planning sessions or retreats.
- b. As requested by the Human Service Agency and upon mutual agreement, PCRC will participate with HSA staff and representatives in activities designed to improve communication and strengthen the relationship between social work staff and foster parents. Such activities may include participating in the Foster Parent Association Executive Committee and helping to plan two to four workshops for staff and foster parents during the fiscal year 2007-08. PCRC's role may include, but not limited to, facilitating the meetings, providing written material as to the outcomes of the meetings and assuring that next steps recommended at the conference are clearly defined.

**FACILITATION
PAYMENT SCHEDULE
July 1, 2007 through June 30, 2008**

- I. In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of Exhibit CI herein, County shall pay Contractor in the manner described below:

A. Budget

1. ACAT

Steering Committee participation **\$ 1,980**

3 hours/month @ \$55/hour x 12 to attend steering committee meetings and participate in planning for ACAT

Administrative support for ACAT **\$11,220**

17 hours/month @ \$55/hour x 12
(includes data base maintenance, sending meeting notices, preparing meeting materials, confirming presentations, maintaining email communication with ACAT members)

Administrative overhead @15% **\$ 1,980**

ACAT Total **\$15,180**

2. CRP

Meeting design and facilitation **\$8,640**

Includes developing/maintaining member database, maintaining complete record of CRP agendas, materials, notes, consultation with State CRP and technical assistance providers.
6 hours/month @ \$120/hour x 12

Follow-up for monthly meetings **\$2,640**

Action reminders, notes from meetings, sending reminders of next meetings, maintaining record of all meeting notes
4 hours @ \$55/hour x 12

Development of annual work plan **\$ 720**

Design and facilitation, notes of 4-hour session
6 hours @ \$120/hour

Development of annual report **\$1,500**
15 hours of consultation re. content @ \$100/hour

Write report (in consultation with CRP members), **\$1,000**
review/edit written report – 10 hours @ \$100/hour

Publish/disseminate report – 100 copies @ \$5/copy **\$ 500**

Annual Strategic Plan Reporting **\$1,500**
Three reports to CCAT re. goals and progress
5 hours/report @ \$100/hour x 3

Administrative overhead @ 15%	<u>\$2,475</u>
CRP Total	\$18,975

3. Facilitation of Professional and Community Group Meetings **\$10,000**

Provide facilitation services for group meetings as requested by HSA at rate of \$100/hour preparation and \$100/hour facilitation.

Budget Summary:

ACAT	\$15,180
CRP	\$18,975
Facilitation of Professional and Community group Meetings	<u>\$10,000</u>
Facilitation Total	\$ 44,155

B. Payment Rates:

County shall pay Contractor quarterly according to the following payment schedule listed below in consideration for services as described in Exhibit C, and other services provided by Contractor pursuant to the Agreement. Such quarterly payments will be made as follows:

1. ACAT

September 2007	\$ 3,795
December 2007	\$ 3,795
March 2008	\$ 3,795
June 2008	<u>\$ 3,795</u>
SUBTOTAL	\$15,180

2. CRP

September 2007	\$ 4,743
December 2007	\$ 4,743
March 2008	\$ 4,743
June 2008	<u>\$ 4,746</u>
SUBTOTAL	\$18,975

3. Facilitation of Professional and Community Group Meetings. County shall pay Contractor upon receipt of a detailed actual invoice on a quarterly basis for Facilitation of Professional and Community Group Meetings as outlined in Section 3 of Exhibit C. The rate of payment is \$100/hour. In no event shall the total amount exceed \$10,000.

II. The maximum amount the County shall pay the Contractor for services described in Exhibit C and based on payment schedule in Exhibit CI shall not exceed FORTY FIVE THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$44,155) for the term of the Agreement.

III. Invoices shall be sent to: Pravin Patel, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.

- IV. All payments under this Agreement must directly support services specified in this Agreement.
- V. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit C.
- VI. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- VII. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.
- VIII. When County plans not to renew an Agreement in the following fiscal year or if the County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
 - A. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports.
 - B. Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.

**FACILITATION
PROGRAM MONITORING
July 1, 2007 through June 30, 2008**

PCRC will be responsible for submitting the required reports to:

Marissa Saludes, Human Services Contract Monitor
400 Harbor Blvd., Bldg. B, Belmont, CA 94002

1. Submit quarterly activity reports as follows:
October 31, 2007; January 31, 2008, April 30, 2008, and July 31, 2008
2. Submit bi-annual progress report as follows:
January 31, 2008, and July 31, 2008
3. The Human Services Contract Monitor will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's programmatic and fiscal documentation related to required reports. This site visit will be arranged in advance with the Director of PCRC.

EXHIBIT D

**(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.

Gemmie Jones
Name of 504 Person - Type or Print

Peninsula Conflict Resolution Center
Name of Contractor(s)-Type or Print

1660 So. Amphlett Blvd., Suite 219
Street Address or P.O. Box

San Mateo, CA 94402
City, State, Zip Code

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

Date

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
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Peninsula Conflict Resolution Center	Phone:	650.591.0330
Contact Person:	Gemmie Jones, Executive Director	Fax:	
Address:	1660 So. Amphlett Blvd., Suite 219 San Mateo, CA 94400		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

Signature Name

Date Title

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 Pen 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.