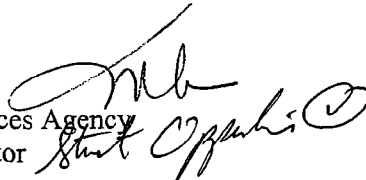


**COUNTY OF SAN MATEO**  
**Human Services Agency**  
**Departmental Correspondence**

**Date:** September 5, 2001

**To:** Honorable Board of Supervisors

**From:** Maureen D. Borland, Director, Human Services Agency  
Stuart Oppenheim, Northern Regional Director 

**Subject:** Approval for the Human Services Agency Agreement with the Child Abuse Prevention Center (CAPC).

**RECOMMENDATION**

Adopt a resolution authorizing the President of the Board to execute an agreement with CAPC in the amount of TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS (\$272,572) for the Volunteer Case Aide Program and the Answers Benefiting Children (ABC) Great Beginnings Home Visiting Program for the period July 1, 2001 through June 30, 2002.

**BACKGROUND**

For more than ten years CAPC has provided Volunteer Case Aides to assist children and families within our Children and Families Services Program. The Volunteer Case Aides provide child care for foster-adopt classes, parenting education groups, transportation for children and families to service appointments and supervision of parents visiting their children.

In 1999 the California Department of Social Services awarded San Mateo County a grant for \$325,000 to implement a home visiting program for children ages 0-5 called Great Beginnings. The grant period was from May 15, 1999 to June 30, 2001. The funding was part of a larger grant, that included funds for long term planning, a Civilian Review Board, and counseling and treatment. Child Abuse Prevention Center was part of the consortium that applied for the state grant. They were chosen by the consortium to oversee the Great Beginnings component, as they had an existing home visiting program at the Redwood City Healthy Start site.

**DISCUSSION**

Child Abuse Prevention Center has successfully implemented the Volunteer Case Aide Program for the Children and Family Services Division of the Human Services Agency for more than 10 years. In FY 2000-2001 over five thousand hours of volunteer services were provided by the Volunteer Case Aides to approximately six hundred twenty four families. We have fifty Volunteer Case Aides who are available to continue to offer support to the Children and Family Services social workers working with the children and families in the program. Great Beginnings has been successful serving over one hundred forty families.

University of California San Diego is conducting an evaluation of all the ABC Projects. In a meeting held in June 2001, San Mateo County was found to be "on track" in providing the services in the program. As the Healthy Start Network conducts annual evaluations of its Family Resource Centers, it was decided to fold these families into the evaluation process for FY 2001-2002 to determine outcomes for the families served to conform with Outcome Based Management measures. On July 20, 2001 ABC Projects were advised that an additional \$118,000 would be available from Office of Child Abuse Prevention (OCAP) and that Projects would be allowed to roll over unused portions of the grant funds for FY 2001-2002 provided that the Projects met its goals. On March 27, 2001 OCAP informed San Mateo County that it had met its goals and the additional \$118,000 would be awarded. The total available in FY 2001-2002 including the rollover from the existing grant and the additional funds is \$143,000.

**PERFORMANCE MEASURES**

The Volunteer Case Aide Program is evaluated on the number of volunteer hours provided. The goal has been to equal or exceed the equivalent hours of 2.0 FTE social workers. Initially the Great Beginnings Program was evaluated based on OCAP standards, by monitoring the number of families served and the number of services provided. Adhering to OBM evaluation standards, the program will measure the number of families that experience improved functioning, and the number of child abuse referrals.

<b>Performance Measures</b>	<b>Source of Data</b>	<b>Actual FY 99-00</b>	<b>Actual FY 00-01</b>	<b>Projected FY 01-02</b>
Maintain or increase the number of hours of service provided by the Volunteer Case Aides.	Monthly Program Reports	4,572	5,000	5,050
Of the families served for more than 6 months 75% will improve in the seven basic family functioning areas evaluated by the Healthy Start Network.	Annual evaluation of the Healthy Start Network	N/A	N/A	75%
Reduce the percentage of county wide child abuse referrals for children 0 – 5 years old in the service area.	CWS/CMS	N/A	7.3%	6.8%

The Agreement has been reviewed and approved as to form by the County Counsel's office.

**FISCAL IMPACT**

The term of this Agreement is July 1, 2001 through June 30, 2002. The total amount of this obligation is \$272,572. Of the \$272,572, a cost of living increase for the Volunteer Case Aid portion of the contract is \$10,000.

Of the \$157,772 for the Great Beginnings Program \$105,187 will come from the OCAP ABC Grant and the additional funds of \$52,585 will come from federal funds. There is no Net County Cost for this part of the contract.

Of the \$114,800 for the Volunteer Case Aid Program, \$91,840 comes from State and Federal funding and \$22,960 is Net County Cost. Child Abuse Prevention Center also contributes \$46,840 in in-kind services for a total Volunteer Case Aid Program cost of \$161,640.

M. Tse ext. 5115

cc: Penny Bennett, County Counsel

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CHILD  
ABUSE PREVENTION CENTER (CAPC) FOR CHILD ABUSE AND NEGLECT  
PREVENTION AND INTERVENTION SERVICES  
JULY 1, 2001 THROUGH JUNE 30, 2002

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

WHEREAS, there has been presented to this Board of Supervisors for its  
consideration and acceptance, an agreement, reference to which is hereby made for  
further particulars, whereby CAPC has agreed to provide Child Abuse and Neglect  
Prevention and Intervention Services; and

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

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



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO**

**AND**

**CHILD ABUSE PREVENTION CENTER**

**For the Period of**

**JULY 1, 2001 THROUGH JUNE 30, 2002**

**Agency Contact Person:  
Mary Ann Tse  
Regional Program Manager  
Human Services Agency  
650.802.5115**

**AGREEMENT WITH THE CHILD ABUSE PREVENTION CENTER  
FOR  
CHILD ABUSE AND NEGLECT PREVENTION AND INTERVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
**CHILD ABUSE PREVENTION CENTER (CAPC)** 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 the desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, Children and Family Services, with:

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

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

1. **Exhibits**

Exhibit A: Program Description

Exhibit B: Payment Schedule

Exhibit C: Compliance with Section 504

Exhibit D: Program Monitoring

Exhibit E: Program Specific Requirements

Exhibit F: Equal Benefits Ordinance Compliance Form

2. **Definitions**

- A. Volunteer Case Aide: A volunteer trained to assist a Child Welfare Worker in delivery of services to the children and families known to the Agency.

3. **Services to be Performed**

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

4. **Payments**

- A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED SEVENTY TWO DOLLARS (\$272,572)** for the contract term.
- B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.
- C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
- D. **Availability of Funds.** Payment for all services provided pursuant to this contract is contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

5. **Relationship of Parties**

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

6. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

7. **Insurance**

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use due diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty- (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.**

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

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

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

Such insurance shall include:

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

- B. After one (1) 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.
- C. 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:

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

- (1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.



- 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 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.

11. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

12. **Records**

- A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. **Compliance with Applicable Laws**

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

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 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:  
Mary Ann Tse  
Human Services Agency  
400 Harbor Blvd, Bldg B  
Belmont, CA 94002  
650. 802.5115
- 2) In the case of Contractor, to:  
Lynda E. Gayden  
400 Convention Way, Suite 200  
Redwood City, CA 94063  
650. 562.0731

**B. Controlling Law.**

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

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

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.

**19. Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. 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.

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

COUNTY OF SAN MATEO

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

CHILD ABUSE PREVENTION CENTER

Contractor

LYNDA E. GAYDEN, EXECUTIVE  
Name, Title - Print *DIRECTOR*

*Lynnda E. Gayden*  
Signature

Date: 8.22.01

Tax ID# 94-2578852

**PROGRAM DESCRIPTION**

**CHILD ABUSE PREVENTION CENTER (CAPC)  
July 1, 2001 through June 30, 2002**

Contractor will provide contracted services at mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

**I. VOLUNTEER CASE AIDE PROGRAM**

- a. Contractor will provide a minimum 50 volunteer case aides.
- b. Volunteer Case Aides will provide monitoring of at least 420 visits between children in foster care and their parents.
- c. Volunteer Case Aides will provide trips to 150 client transportation's and 250 hours of childcare for meetings.
- d. Volunteer Case Aides will provide 175 hours of tutoring serving 415 Children and Family Services clients.
- e. Contractor will provide one full time on site coordinator.
- f. The services of the Voluntary Case Aides will be geographically allocated with 35% of the services provided to families in the Northern Region, 35% in the Southern Region and 30% in the Central Region of San Mateo County.

**II. GREAT BEGINNINGS HOME VISITING PROGRAM –(Answers Benefiting Children (ABC) grant services**

Contractor will oversee the Great Beginnings Home Visiting Program as part of the ABC Grant. This Grant was given to San Mateo County, Human Services Agency in 1999 by California Department of Social Services (CDSS) to implement Home Visiting Program for children 0 to 5 years of age in Redwood City based at the Redwood City Healthy Start Network. This Project will use paraprofessionals under the direction of a team of professionals, to case manage and make home visits to families in the Fair Oaks/Friendly Acres District of Redwood City.

The Contractor will:

1. For the month of July 2001, provide a .75 Full Time Equivalent (FTE) with a Masters in Social Work (MSW) will be the Great Beginnings team leader. The team leader will coordinate and convene weekly, the professional consultation team, supervise the five paraprofessional home visitors and oversee the administrative/personnel responsibilities for the home visitors. The team leader will work under the direction of the Healthy Start Network Coordinator and be jointly supervised by the Healthy Start Network Coordinator and the Program Director of CAPC. This position will be with CAPC for the month of July 2001 only.

2. Hire 3.0 FTE bilingual Spanish/English paraprofessional home visitors. Of the three home visitors, 2.5 FTE will be reimbursed through the ABC grant and CAPC will provide .5 FTE as an in kind contribution. Pre to Three a program in Health Services will provide a home visitor as an in kind contribution and Human Services Agency will provide a home visitor as an in kind contribution.  
Each home visitor will case manage 25 families referred to the project. All project families will have children 0 to 5 years of age. The home visitors will follow the case plan designated by the professional consultation team.
3. Provide 40 hours of training to each home visitor in the Great Beginnings Program.
4. Provide .75 FTE data entry clerk to support the program.
5. Maintain statistics and files as required by the ABC grant and provide information as requested by Human Services Agency and the State Department of Social Services in the mandatory format.

**EXHIBIT B**

**PAYMENT SCHEDULE  
CHILD ABUSE PREVENTION CENTER (CAPC)  
July 1, 2000 through June 30, 2002**

I. In full consideration of the services provided by the Contractor pursuant to this agreement, County shall pay the Contractor according to the payment schedule described below:

A. County shall pay Contractor as follows for Volunteer Case Aide Services (VCAS) described in Section III of Exhibit A. Payment for these services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$114,800)** for the contract term.

July	2001	\$9,566.67
August	2001	\$9,566.67
September	2001	\$9,566.67
October	2001	\$9,566.67
November	2001	\$9,566.67
December	2001	\$9,566.67
January	2002	\$9,566.67
February	2002	\$9,566.67
March	2002	\$9,566.67
April	2002	\$9,566.67
May	2002	\$9,566.67
June	2002	<u>\$9,566.63</u>

**Contract sub total for VCAS            \$114,800**

B. In addition, County shall pay Contractor as follows for The Great Beginnings Home Visiting Program (GBHVP) as part of the Answers Benefiting Children Grant as described in Section II of Exhibit A. Payment for these services shall not exceed **ONE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED AND SEVENTY TWO DOLLARS (\$157,772)** for the contract term.

July	2001	\$17,174.58
August	2001	\$12,781.58
September	2001	\$12,781.58
October	2001	\$12,781.58
November	2001	\$12,781.58
December	2001	\$12,781.58
January	2002	\$12,781.58
February	2002	\$12,781.58
March	2002	\$12,781.58
April	2002	\$12,781.58
May	2002	\$12,781.58
June	2002	<u>\$12,781.62</u>

**Contact sub total for the GBHVP    \$157,772**



CHILD ABUSE PREVENTION CENTER

(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 regulations, 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), it's 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.

Child Abuse Prevention Center  
Name of 504 Person

400 Convention Way, Suite 200

Redwood City, California 94063

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

August 22, 2007  
Date

[Signature]  
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 it's services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it's existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**PROGRAM MONITORING**

**CHILD ABUSE PREVENTION CENTER (CAPC)**

**July 1, 2001 through June 30, 2002**

1. The Volunteer Case Aide Program is monitored by written statistical reports provided by CAPC to the Children and Family Services Program Monitor for the County of San Mateo, Human Services Agency, Children and Family Services Division. The Program Monitor will meet monthly with the on-site coordinator to discuss any program issues.
2. The Great Beginnings Program will continue to be monitored by the Office of Child Abuse Prevention (OCAP) staff of CDSS and the evaluators at University of California San Diego that will issue monthly reports.
3. The families served by the Great Beginnings Program will participate in the annual evaluation conducted by the Healthy Start Network in Redwood City.
4. The Program monitor will make two on site visits and review case records.

**CHILD WELFARE SERVICES  
PROGRAM SPECIFIC REQUIREMENTS**

1. **Audit Requirements:**

Contractor agrees to furnish the County within one hundred fifty (150) days from the termination of this agreement a certified fiscal and compliance audit of related expenditures during the term of the agreement based upon the financial statement described in Section 4 of this Exhibit. Such audit shall be completed by an independent public accountant indicating that the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles and the provisions of this agreement. Failure to obtain an unqualified opinion shall be sufficient cause for County to refuse payment of any monies under this or any other, or any subsequent agreements with Contractor, until such time as an unqualified opinion is given.

2. **Responsibility for Audit Exception:**

It is understood by both parties hereto that the County's funding source herein is both a County and State appropriation, and it being further understood that the Contractor is responsible for administering the program as described herein. Contractor agrees to accept responsibility for receiving, repaying to and/or complying with any audit exceptions by appropriate State and County audit agencies. Contractor also agrees to pay to County the full amount of County's liability to the State Government resulting from said audit exception.

3. **Allowability of Costs:**

Costs applicable to contracts with non-profit organizations shall be determined in accordance with the cost principles established in 45 CFR 74.174.

4. **Financial Statement:**

- a. Contractor shall complete a Financial Statement (unaudited) within ninety (90) days after the termination of this Agreement, which shall be the preliminary financial and statistical report. A final audited financial and statistical report will be submitted by Contractor to County once their books are closed.
- b. The Financial Statement shall provide detailed information related to financial activity during the term of this Agreement and shall be prepared in a format approved by the County.

5. **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/Contractor's confidentiality, the County will have access to any file or record kept by 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 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 County.

6. **Publish:**

The County and the State Department of Social Services shall have a royalty-free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this contract, including those covered by copyright. CAPC will not have program materials available for publishing but has no restrictions on publishing the procedure manual.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Child Abuse Prevention Center  
 Contact Person: Lynda E. Gayden  
 Address: 400 Convention Way Ste. 100  
Redwood City, CA 94063  
 Phone Number: (650) 962-0730  
 Fax Number: (650) 562-0794

II Employees

Does the Contractor have any employees?  Yes  No

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 22 day of August, 2001 at Belmont,  
(City)

(State) \_\_\_\_\_  
Lynda E. Gayden  
 Signature  
Executive Director  
 Title

LYNDA E. GAYDEN  
 Name (Please Print)  
 \_\_\_\_\_  
 Contractor Tax Identification Number

2 pages

County of San Mateo  
Departmental Correspondence

DATE: 8/16/01  
TO: Priscilla Morse, Risk Manager  
Ext.- 4610, Fax -4864, Pony #EPS163

FROM: Nalini Nath, Children and Family Services  
Ext: 7550; Fax: 6401; Pony: HSA202CW

SUBJECT: Contract Insurance Approval

CONTRACTOR: Child Abuse Prevention Center

Does Contractor Travel and What Percent?

DUTIES: Provides home visiting services to client.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	\$1m	✓	_____	_____
Automobile Liability	\$1m	✓	_____	_____
Professional Liability	\$1m	✓	_____	_____
Workers' Compensation No of Employees	Statutory	✓	_____	_____

Remarks/Comments:

Thanks.

SIGNATURE Priscilla Morse 8-16-01  
Risk Management Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID IG  
CHILD-2

DATE (MM/DD/YY)  
02/27/01

**PRODUCER**  
Lawson-Hawks Ins-Mountain View  
Lic. #0401806  
883 N. Shoreline Blvd, PO Box 39  
Mountain View CA 94042  
Phone: 650-964-8000 Fax: 650-964-0816

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Child Abuse Prevention Center  
San Mateo & Santa Clara Counties  
400 Convention Way #200  
Redwood City CA 94063

INSURER A: Philadelphia Ins. Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PHPK000869	02/15/01	02/15/02	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 200,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK000861	02/15/01	02/15/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab.	PHPK000861	02/15/01	02/15/02	Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Certificate Holder is named as additional insured. \*Note notice of cancellation is 10 days for non-pay.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

COUNTY

County of San Mateo  
Human Services Agency  
Attn: Nalini Nath  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002-4047

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

AUTHORIZED REPRESENTATIVE

H E F F E R N A N



G R O U P

May 18, 2001

Child Abuse Prevention Center  
400 Convention Way, Ste #200  
Redwood City, CA 94603

RE: Republic Indem. Co of America  
Workers Compensation Policy  
04/01/01 to 04/01/02

Dear Linda / Ahamid:

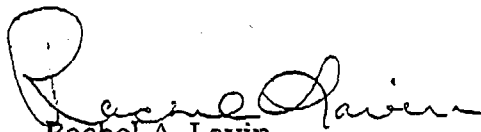
We are pleased to enclose the renewal of your Workers Compensation policy effective 04/01/01 to 04/01/02 with Republic Indem. Company of America. We do recommend that you review your policy for a complete listing of coverage's, limits, endorsements and exclusions; as in all cases policy wording governs. If you would like to discuss optional coverage's or higher limits, please give me a call.

Annual renewal premium is \$4,849.00, for which Republic Indem. Co of America will bill you direct.

Please feel free to call me with any questions you may have. As always, we appreciate your business, and thank you for your continued confidence in Heffernan Insurance Brokers.

**PLEASE NOTE: The only location we have insured is, 400 Convention Way, Ste# 200, Redwood City, CA 94603. We where advised by Republic Indemnity that this is your only location. In the future if you move please contact us immediately so we can make any changes that are needed. We also need you to contact us with current Phone numbers so we can update our file.**

Sincerely,

  
Rachel A. Lavin  
Account Manager