

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF DALY CITY**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and THE CITY OF DALY CITY, hereinafter called "Contractor";

W I T N E S S E I 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 providing Differential Response 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—Program/Project Description
- Exhibit B—Payment Schedule
- Exhibit C— Program Monitoring
- Attachment I – Differential Response Referral Process
- Attachment II – 504 Compliance
- Attachment III – Fingerprinting
- Attachment IV – Equal Benefits Ordinance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 Nine Hundred Ninety Five Thousand Two Hundred Ten Dollars, (\$995,210).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2006 through June 30, 2008.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/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**

To the extent permitted by law, and as authorized by Government Code section 895.4, the Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses arising out of, resulting from or in any manner related to any work performed or services provided pursuant to this Agreement, to and including sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, and all federal regulations promulgated thereunder, as amended.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

**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 "II," 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**

- 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.

**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:**

Mark Lane, Director, Children and Family Services Agency  
County of San Mateo Human Services Agency  
400 Harbor Boulevard, Building B  
Belmont, CA 94002

**In the case of Contractor, to:**

1. Ed Barney, Assistant Director, Parks and Recreation Department  
City of Daly City  
111 Lake Merced Blvd.  
Daly City, CA 94015

2. Patricia Martel, City Manager  
City of Daly City  
333 90<sup>th</sup> Street  
Daly City, CA 94015

**16. A. 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.

**B. Human Services Agency's Outcome Based Management Responsibilities:**

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors,  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Patricia Martel, City Manager  
City of Daly City

\_\_\_\_\_  
Contractor's Signature

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



**EXHIBIT A**  
**Program/Project Description**

**CITY OF DALY CITY**  
**Differential Response**  
**JANUARY 1, 2006 THROUGH JUNE 30, 2008**

Contractor will provide, to the satisfaction of the Director of Human Services Agency (HSA) or his designee, services in connection with the specified Differential Response (DR) services, as described in Attachment I, to Path One and Path Two families in Daly City as follows:

**I. Training and Standardized Assessments**

Determine the appropriate staff to attend the training, including but not limited to, Case Managers, Project Manager, supervisors, managers and multi-disciplinary team members.

**II. Initial Assessments and Contact**

1. Path One - Contractor's Project Manager shall meet with County Community Worker (CCW) through a Multi-Disciplinary Team (MDT) process, to jointly identify families to be served. Project Manager shall determine the assignment of referrals to Case Managers.

2. For Path Two, County Social Worker (SW) contacts Project Manager who assigns the case to a Case Manager. SW and Case Manager conduct an MDT and joint response. The SW will assess for risk using Comprehensive Assessment Tool (CAT). Case Manager will assess for service needs using FAST.

**III. Case Management**

1. Path One Referrals,

- Develop service plan and assume all case management duties.
- Assess families' services needs using Family Assessment Screening Tool (FAST).
- Track and monitor cases activities through the life of a case and case closure using the web-based Community Approach to Relating and Engaging with Families (CARE) tracking system.
- Follow DR process as delineated in Attachment I.
- Re-refer cases to Child Protective Services (CPS) Hotline, as appropriate.

2. Path Two Referrals,

- Visit the client in a joint response with SW. SW will assess risk using CAT.
- Assess families' service needs and develop service plan using FAST.
- Track and monitor cases activities through the life of a case and case closure using the web-based CARE tracking system.
- Follow DR process as delineated in Attachment I.
- If determined to be a Path Three, Case Manager will close the case and SW will develop the case plan and assume case management duties.

**IV. Case Manager**

Case Manager - the primary service coordinator for families assessed to receive non-County services. The Contractor shall supervise and train the Case Managers to work with children and families. Case Managers shall perform the following activities, including but not limited to:

- Complete all County-provided training related to DR, as determined by the County, such as the Community Worker curriculum, DR process, FAST, CARE, MDT and Mandated Reporter Training (MRT).
- Participate in on-going training activities, as required by the County.

- Conduct standardized Path One family assessments using pre-FAST that includes safety, risk, and protective capacity. As indicated, develop service plans through the use of strength-based assessment tools that identify family strengths and needs.
- Work jointly with SWs to conduct standardized Path Two family assessments using pre-FAST. SW will conduct assessment including safety, risk and protective capacity using CAT, and develop service plans as indicated and described above.
- Provide services to a caseload of no more than 20 cases per Case Manager.
- Engage families in services through a strength-based working relationship by meeting with families in their homes whenever possible.
- Identify, establish, and link families to services and resources including on-site services as well as neighborhood-based services.
- Provide family support through home visitation and informational services (i.e., home-teaching, motivational support, parent education, coaching, supportive problem solving, when appropriate, linkages to drug and alcohol treatment programs and domestic violence services, etc.).
- Conduct periodic reassessments and service plan updates as indicated.
- Consult with other Family Resource Center (FRC) staff when clinical expertise is needed in development of service plans.
- Close cases as appropriate, conducting post-FAST at time of closure.
- Assist in coordinating transportation to appointments, meetings, and classes.
- Participate in regular MDTs, Family Self Sufficiency Team (FSST) meetings, individual supervision sessions and other meetings as appropriate.
- Identify and invite additional parties to FSSTs.
- Participate in community outreach activities
- Maintain up-to-date case records in CARE system.
- Develop and maintain case files in CARE system containing assessment information, case plan, and record of contacts with clients.
- Perform other duties as assigned.

#### **V. Administration of Case Manager**

Be responsible for administrative services related to recruiting and training five (5) Case Managers to meet DR demands. Administrative services shall include:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching and mentoring.
- Identifying other appropriate training.

#### **VI. Multi-Disciplinary Teams (MDT)**

Assemble an FSST jointly with County, as appropriate, to review and provide input to the case manager concerning family service plans. The FSST may be comprised of professionals with individual expertise in public health nursing, family counseling, alcohol and drug abuse, CalWORKS, child welfare, and child development.

#### **VII. Supervision**

1. Be responsible for developing, implementing, and maintaining program operations at the FRC in accordance with the requirements of this Agreement.
2. Be responsible for ensuring compliance with all policies.
3. Prepare, administer and monitor the program budget to ensure the accomplishment of program and service objectives within budget restrictions.
4. Hire, train and supervise the Project Manager and the five (5) Case Managers.

*Project Manager will:*

- Supervise the five (5) Case Managers and be responsible for reviewing Path One and Path Two referrals and service plans.
- Assign referrals to Case Managers.

- Coordinate and participate in the implementation of differential response, its goals, objectives, policies, and procedures.
- Ensure cases are up-to-date: case information is current to ensure validity and accuracy of reports.
- Participate in the evaluation of the effectiveness of DR.
- Conduct regular meetings with DR staff to ensure all appropriate policies and guidelines are followed.
- Coordinate all community efforts around DR to ensure seamless process for families.
- Act as liaison and maintain an effective working relationship with HSA, FRCs, Daly City Collaborative, public and private organizations, and the community.
- Act as advocate and spokesperson in the community in support of DR programs and services.

**VIII. Suspected Child Abuse and Neglect/Mandated Reporter Responsibilities**

Ensure that all staff working with families are trained regarding mandated reporting requirements and report suspected child abuse and neglect as required by law. This includes but is not limited to: Case Managers, Volunteers, Supervisors, Clerical staff, Home Visitors, Team Leaders, and Program Managers

**IX. Community and Facility Capacity**

Coordinate the delivery of services to the families assessed for DR within the family's neighborhood or community.

The following are services and linkages required under this project, including but are not limited to:

- Alcohol and Drug Treatment and Counseling
- Mental Health Services
- Domestic Violence Services
- CalWORKs, Food Stamps, and other public assistance programs
- Health Services (Public Health Nurse)
- Probation/Juvenile Justice
- Parenting and Child Development
- Employment, Education and Skills Development
- Ancillary services designed to assist children, families and foster youth to participate in activities to fulfill their service plan goals (i.e., on-site child care, transportation assistance, etc.)
- Informal supports and activities designed to enhance family well being (i.e., Support groups, community events, enrichment activities, etc.)

**X. Service Integration**

1. Coordinate case plan with existing CalWORKS, food stamps and employment service plans.
2. Assist in filling-out the forms and completing the application process for cases where the family has applied for Aid programs.
3. Provide web and e-mail access, maintenance and technical support.

**XI. Policies and Procedures**

Submit the following policies and procedures to County:

- Incident Reporting Guidelines
- Confidentiality

**XII. Data and Evaluation**

1. Ensure data in CARE System is current and accurate.
2. Develop, jointly with the County, data and evaluation procedures.

3. Participate in Quarterly Customer Service Survey as determined by the County.

### **XIII. Additional Service Deliverables**

1. Participate in the DR Workgroup, Breakthrough Series Collaborative, and additional subcommittees as determined jointly by both County and Contractor.
2. Participate in the preparation and presentation of information and education forums for Daly City area about DR, through DR Workgroup, System Improvement Plan (SIP) Oversight meetings, community forums or other avenues, in collaboration with the County. Forums shall be held at mutually agreed upon locations and dates and times, when possible.
3. Support County foster parent recruitment and support in the Daly City area through activities identified and agreed upon jointly between the Contractor and County.
4. Respond to all referrals. If referrals exceed capacity, Contractor will notify County to discuss.
5. Service plans will be determined on a case-by-case basis and will provide appropriate services as itemized in Attachment I.

### **County will:**

#### **I. Training and Standardized Assessments**

1. Provide initial and on-going DR training for appropriate County and Contractor staff.
2. Train appropriate County and Contractor staff on DR process, FAST, CARE and MDT.

#### **II. Initial Assessments and Contact**

1. Assess Child Abuse Hotline referrals for Path One, Path Two, and Path Three response using standardized assessment tools.
2. For Path One, CCW receives referral from CPS intake unit and convenes an MDT with Contractor's Project Manager and other staff as determined by Contractor.

#### **III. Case Management**

1. Perform all case management duties for Path Three referrals.
2. A SW will conduct a joint response with Contractor for Path Two referrals. SW will determine risk and Contractor's staff will complete the service needs assessment using FAST tool.

#### **IV. County Community Worker**

Be responsible for hiring, training and supervising CCWs. The CCWs shall perform the following activities, including but not limited to:

- Coordinate and facilitate MDT meetings.
- Participate in community outreach activities.
- Assist and participate in FRC activities such as parenting workshops, as time allows.
- Perform short-term case management; identify, establish and utilize a variety of community resources.
- Work with community agencies as required to assist clients in their case plan.
- FSST meetings, staff conferences and related meetings.
- Complete initial and on-going DR training including DR process, FAST, CARE, MDT and MRT.
- Perform other duties as assigned.

#### **V. Administration of County Community Worker**

Be responsible for providing administrative services to the CCWs including:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching and mentoring.
- Identifying other appropriate training.

**VI. Multi-Disciplinary Teams (MDTs)**

Provide Contractor with policies and procedures related to MDTs.

**VII. Service Integration**

Provide the following resources to serve and support families that are referred for DR services:

- CCWs
- Psychiatric Social Workers

**VIII. Policies and Procedures**

Provide the following policies and procedures:

- DR
- MDTs
- FSSTs

**IX. Data and Evaluation**

1. Gather data and reports using the CARE system.
2. Provide Quarterly Customer Service Survey forms to Contractor.

**EXHIBIT B**

**Payment Schedule**

**CITY OF DALY CITY  
Differential Response  
JANUARY 1, 2006 THROUGH JUNE 30, 2008**

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

Such quarterly payments will be made as follows:

A. Operational Costs:

FY 2005-06	
March 2006	\$13,550.00
June 2006	<u>\$13,550.00</u>
SUBTOTAL	\$27,100.00
FY 2006-07	
September 2006	\$9,350.00
December 2006	\$9,350.00
March 2007	\$9,350.00
June 2007	<u>\$9,350.00</u>
SUBTOTAL	\$37,400.00
FY 2007-08	
September 2007	\$9,350.00
December 2007	\$9,350.00
March 2008	\$9,350.00
June 2008	<u>\$9,350.00</u>
SUBTOTAL	\$37,400.00

B. Salaries & Benefits: County shall pay Contractor for actual salaries and benefits associated with required program staffing as described in Exhibit A. Costs will not exceed ONE HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED ONE DOLLARS (\$169,701) for FY 2005-06, THREE HUNDRED FIFTY TWO THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS (\$352,978) for FY 2006-07 and THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$370,631) for FY 2007-08. Contractor must provide detailed invoice with actual salaries and benefits for each staff.

C. Payment for the above-referenced services shall not exceed ONE HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED ONE DOLLARS (\$196,801) for year one of the contract term (Jan 1, 2005 to June 30, 2006), THREE HUNDRED NINETY THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$390,378) for FY 2006-07 and FOUR HUNDRED EIGHT THOUSAND THIRTY ONE DOLLARS (\$408,031) for FY 2007-08. In no event shall the total exceed NINE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED TEN DOLLARS (\$995,210) for the contract term.

- II. Invoices shall be sent to: Judy Knowlton, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within two weeks upon receipt of Contractor's invoice.
- III. All payments under this Agreement must directly support services specified in this Agreement.
- IV. County may withhold all or part of Contractor's total payment if the Director of Human Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- V. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- VI. 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.

**Program Monitoring**

**CITY OF DALY CITY  
Differential Response  
JANUARY 1, 2006 THROUGH JUNE 30, 2008**

**A. PROGRAM MONITORING**

1. Contractor will be responsible for submitting 6-month and year-end narrative reports and year-end financial reports.

6-Month reports are to be submitted as follows:

- January 31, 2007
- January 31, 2008

Year-end reports and year-end financial reports are to be submitted as follows:

- July 31, 2006
- July 31, 2007
- July 31, 2008

Reports will be submitted to: Marissa Saludes, Contract Monitor, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002.

2. Contractor will submit to the Children and Family Services Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002, a roster of City of Daly City Council and meeting dates with the year-end report.

3. 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.

4. County will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to case management. This site visit will be arranged in advance with the City of Daly City.

5. Contractor will be responsible in meeting the following Outcomes:

<b>OUTCOME</b>	<b>Source of Data</b>	<b>Projected 2005-2006</b>
Number of contacts with engaged (completed pre-FAST) families per month.	CARE System	4
% of referrals engaged in case management (completed service plan) and/or referral services.	CARE System	50%
Of those with a case plan, % of service needs that were met.	CARE System	50%
% of families engaged for whom a pre-FAST has been completed.	CARE System	100%
% of families with pre-FAST for whom a post-FAST has been completed.	CARE System	50%
Of those for whom a pre and post-FAST has been completed, % of families who demonstrated an increase in family functioning as indicated by an increase in FAST scores.	CARE System	70%
Of those who completed a Customer Service Survey Form, % of families who rated their overall customer service satisfaction good or excellent.	Quarterly Customer Service Survey Form	75%



## ATTACHMENT I

### DIFFERENTIAL RESPONSE REFERRAL PROCESS

#### I. SCREENING AND PATH ASSIGNMENT

##### A. Children and Families Services (CFS) Phone Screener:

1. Receives calls from the public.
2. Gathers referral information including information from additional questions.
  - a) Screener determines if a referral should be generated, i.e. does the allegation address child maltreatment according to statutory and state operational definitions.
  - b) Screener determines if the child is in immediate danger.
  - c) Screener gathers names, locations, telephone numbers, family members, schools children attend.
  - d) Screener documents reporter information.
  - e) Screener determines if the report concerns a vulnerable population, i.e. child 0-5 years, substance abusing parent, homelessness, chronic neglect, special needs.
  - f) Screens for prior reports.
  - g) Screener completes Comprehensive Assessment Tool (CAT)
3. Inputs referral into CWS/CMS.
4. Assigns path to referral. Documents path decision in CWS/CMS, Special Projects.
  - a) Path One- referral meets the statutory definition of maltreatment but there are no safety issues identified and the risk to the child is low.
  - b) Path Two- referral meets the statutory definition of maltreatment and there is an identified concern of safety for the child and the risk to the child is low or moderate.
  - c) Path Three- referral meets the statutory definition of maltreatment and there is a safety issue identified that presents a danger of severe harm to the child.
  - d) Evaluates out.
5. Sends referral to Regional ER Supervisor for assignment and cross-reports to police as necessary.

##### B. CFS Emergency Response (ER) Supervisor:

1. Receives ER referrals.
2. Reviews path assignments:
  - a) Reviews referral information
  - b) Contacts collaterals for information if appropriate
3. Determines if joint family response is indicated or if Social Worker will contact child alone first with a joint family response to follow.

#### Criteria for determining Response Type

##### *Joint Assessment Response*

- Child does not receive proper supervision from a parent, guardian, custodian, or caretaker.
- Child does not receive proper care from a parent, guardian, custodian, or caretaker, such as lack of food, clothing, or shelter.
- Child does not receive proper discipline from a parent, guardian, custodian, or caretaker.
- Child is not provided necessary medical care.
- Child lives in an environment injurious to his/her welfare.

- Child is in need of assistance or placement because he/she has no parent, guardian, or custodian responsible for the juvenile's care or supervision; or
- Child's parent, guardian, or custodian is unable to provide for care or supervision and lacks an appropriate alternative child care arrangement.

ER Investigative Assessment Response (joint response would follow )

- Parent/caretaker creates or allows to be created a substantial risk of serious physical injury to the juvenile by other than accidental means.
- Parent/caretaker uses or allows to be used upon the juvenile cruel or grossly inappropriate procedures or cruel or grossly inappropriate devices to modify behavior.
- Parent/caretaker commits, permits, or encourages the commission of sexual offense against a child.
- Parent/caretaker creates or allows to be created serious emotional damage to the juvenile.

4. If ER Supervisor determines referral to be Path One, Supervisor closes the referral in CWS/CMS and sends the referral information to:

The Agency Liaison Community Worker who will conduct a MDT to assign Path One referral.

- a) Meeting may be done through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. FRC staff will obtain the information via the CARE database.
- b) MDT will be conducted to share referral information and to determine whether FRC Community Worker or Public Health Nurse will provide response.

5. If ER Supervisor determines referral to be Path Two, a Social Worker is assigned and a determination is made for a joint response with FRC staff. The meeting/conference between the Social Worker and the FRC representative(s) will constitute a MDT thus allowing for the sharing of referral information.

- a) Meeting may be done through teleconferencing but must occur at a formal time specifically scheduled to conduct a MDT.

6. Assigns Path Three referral to ER Social Worker for immediate response.

## II. INITIAL CONTACT WITH THE FAMILY-Path One

### A. - Community Partner/PHN Response:

1. Community Partner/PHN receives Path One referral via MDT:
  - a) Receives referral assignments on a flow basis
  - b) Reviews information
  - c) Determines key issues to explore in initial meeting
  - d) Checks school records if accessible
  - e) Accesses referral information in CARE database
2. Community Partner/PHN calls client to set up home visit within 10 days. If unable to contact the family, community partner/PHN will make at least 3 attempts in 30 days which will include at least:
  - a) One phone call to the parent
  - b) One visit to the home (or other face- to- face contact)
  - c) One letter to the client

3. If family is contacted but declines family meeting, Community Partner/PHN inputs info into CARE database.
4. Once contact with the client is made and appointment is set, Community Partner/PHN sees client on home visit and engages family using strength-based intervention:
  - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family
  - b) Includes all family members and others living in the home in the discussion whenever possible
  - c) Engages family in assessment process using observation and interviewing skills to gather information
  - d) Completes Family Assessment Scale Tool (FAST)
  - e) Assessment will focus on parental capacity but if any safety or risk issues are identified a referral is made back to the child abuse hotline(650 595-7922)
5. If necessary, Community Partner/PHN initiates follow-up face-to-face visit with family in home or in office to complete assessment.

### III Case Planning and Case Management-Path One (Community Response)

#### A. - Community Partner/PHN:

- 1 Community Partner/PHN schedules case planning meeting within one week of completed assessment. Case planning meeting will include FRC Team and other service providers as needed.
- 2 Develops case plan with family and Case Planning Team. If appropriate, sets up FSST to assist in developing case plan.
  - a) Invites family members, support persons, Community Partners to participate in the case planning as appropriate
  - b) Reviews the initial information received in the referral
  - c) Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - d) Establishes specific, measurable, achievable, realistic, time specific goals
  - e) Clarifies roles and responsibilities
- 3 Provides case management services for a 30-90 day period.
  - a) Refers clients to community agencies for appropriate treatment
  - b) Makes appointments and keeps records
  - c) Transports or escorts adults, adolescents or children receiving services to community agencies as needed
  - d) Confers with other agencies or departments regarding needs of individual clients
  - e) Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
- 4 Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
- 5 Contacts collaterals about client's progress in services.
- 6 Inputs info in CARE database about client's progress in services.
- 7 Makes new referral to hotline if allegations of abuse or neglect arise.
- 8 Completes re-assessment at 90 days or prior to closing case.
- 9 Conducts case closure review or 90 day reassessment with FRC Team.
- 10 Provides closure summary in CARE database.

#### IV INITIAL CONTACT WITH THE FAMILY -PATH TWO (JOINT RESPONSE)

##### A. ER Social Worker:

1. Reviews referral:
  - a) Confers with CalWORKS staff if case is open to them
  - b) Reviews and organizes information
  - c) Determines key issues to explore in initial meeting
  - d) Contacts collaterals or background screener for additional information if necessary
2. Depending on circumstances, initiates visit to school to see child alone.
3. Coordinates with community partner/PHN/Benefits Analyst and calls client to arrange home visit with community partner/PHN/Benefits Analyst; obtains permission to include community partner/PHN/Benefits Analyst.
4. Conducts face-to-face assessment in the client's home, Social Worker assessing for risk and safety issues and Community Partner/PHN assessing for parental capacity:
  - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family
  - b) Includes all family members and others living in the home in the discussion whenever possible
  - c) Engages family in assessment process using observation and interviewing skills to gather information
5. Completes CAT.

If there are no safety issues, risk level is low to medium, and family does not require agency supervision then the Social Worker closes the referral and the community partner takes lead in case planning.

If there are risk issues, Social Worker can provide 30 days of ER services, open a voluntary case, file petition in court.
6. Attends case planning meeting with family, Community Partner and collaterals.

##### B. COMMUNITY PARTNER (FRC CW/PHN):

Community Partner/PHN receives Path Two referral from the ER Social Worker. The meeting/conference between the Social Worker and the FRC representative(s) will constitute a MDT.

1. Reviews information
  - a) Determines key issues to explore in initial meeting with Social Worker
  - b) Checks school records if accessible
  - c) Accesses referral information in CARE database
2. With Social Worker, conducts face-to-face assessment in the family's home, Social Worker assessing for risk and safety issues and Community Partner/PHN assessing for parental capacity.
  - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family
  - b) Includes all family members and others living in the home in the discussion whenever possible
  - c) Engages family in assessment process using observation and interviewing skills to gather information
3. Initiates follow-up face-to-face visit with family in home or in office if necessary.
4. Completes FAST

V Case Planning and Case Management-Path Two (Joint Response)

A. - Community Partner/PHN:

1. Schedules case planning meeting to follow FSST within one week of completed assessment. Case planning meeting will include identified service providers as needed.
2. Develops case plan with family and FSST Team if appropriate.
  - a) Invites family members, support persons, Community Partners to participate in the case planning as appropriate
  - b) Reviews the initial information received in the referral
  - c) Reviews the information gathered in the family assessment reflecting the family's perception of their needs
  - d) Establishes specific, measurable, achievable, realistic, time specific goals
  - e) Clarifies roles and responsibilities. Case manager duties may be reassigned if needed
3. Provides case management services for a 30-90 day period.
  - a) Refers clients to community agencies for appropriate treatment
  - b) Makes appointments and keeps records
  - c) Transports or escorts adults, adolescents or children receiving services to community agencies as needed
  - d) Confers with other agencies or departments regarding needs of individual clients
  - e) Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
4. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
5. Contacts collaterals about client's progress in services.
6. Inputs info in CARE database about client's progress in services.
7. Makes new referral to hotline if allegations of abuse or neglect arise.
8. Completes assessment at 90 days or prior to closing case.
9. Conducts case closure review or 90 day reassessment with FRC Team.
10. Completes FAST
11. Provides closure summary in CARE database

PATH THREE

ER WORKER:

- 1) Receives Path Three referral and cross-reports to police.
- 2) Conducts in-person investigation of child and family with police. If there are risk issues that are substantiated and continue to exist, the Social Worker can provide 30 days of ER services, open a voluntary case, file petition in court.
- 3) If risk issues cannot be substantiated discusses Differential Response options with client and obtains permission to set a meeting with a community partner. Referral continues as a Path Two (see process above).

**ATTACHMENT II**

(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), 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.

City of Daly City  
Name of 504 Person

333 90<sup>th</sup> Street

Daly City, CA 94015

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 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."

**ATTACHMENT III  
FINGERPRINTING CERTIFICATION FORM**

**CITY OF DALY CITY  
Differential Response  
JANUARY 1, 2006 THROUGH JUNE 30, 2008**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
  
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
  
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT IV  
COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form  
City of Daly City**

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**I Vendor Identification**

Name of Contractor                      City of Daly City  
Contact Person                            Ed Barney  
Address:                                      Parks and Recreation Department  
                                                          111 Lake Merced Blvd  
Phone Number                              (650)746-8372  
Fax Number                                  (650)991-0303

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**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.\*

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**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date