

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY
SERVICE AGENCY OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, Children and Family Services, with: Supervised Visitation Services to at-risk families.

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 Description
- Exhibit B - Payments Schedule
- Exhibit C – Program Monitoring
- Exhibit D- 504 Compliance
- Exhibit E – Equal Benefits Declaration Form
- Exhibit F – Fingerprinting

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 Exhibits “A” and “C.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and “C,” 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 **ONE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS, (\$126,973).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2006.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

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

12. Retention of Records, Right to Monitor and Audit

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

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

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

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

14. Controlling Law

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

15. Notices

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

In the case of County, to:

Mark Lane, Director, Children and Family Services
Human Services Agency
400 Harbor Blvd. Bldg. B
Belmont, CA 94002
650.802.3390

In the case of Contractor, to:

Laurie Wishard, Executive Director
Family Service Agency of San Mateo
24 Second Avenue
San Mateo, CA 94401
650.403.4300 ext. 4409

16. Contractor's Outcome Based Management Responsibilities:

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency's Outcome Based Management Responsibilities:

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

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY

Contractor's Signature

Date: _____

EXHIBIT A

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2005 through June 30, 2006**

PROGRAM DESCRIPTION

- A. In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following detailed description of services:
1. Contractor will perform as follows:
 - Regular supervised visitations are facilitated by trained staff (BA level) to provide supervised parent/child contact. Safety interventions are made if necessary. A regular supervised visit is composed of 1 ½ hours of visitation and 15 minutes before and after the visit to allow time for checking in, briefing and debriefing, documentation, and any type of case management.
 - Supervised supportive visitations are facilitated by staff (BA level) with specialized training or therapist. They provide parenting assistance before, during and after a supervised visit. A supportive supervised visit is composed of 1 ½ hours of visitation and 15 minutes before and after the visit to allow time for checking in, briefing and debriefing, documentation, and any type of case management.
 - Supervised therapeutic family visitations are facilitated by licensed or license eligible therapist to work with the family to improve or facilitate a safe and healthy parent/child relationship. A therapeutic visit is composed of 1 hour visitation and 15 minutes before and after the visit to allow time for checking in, briefing and debriefing, documentation, and any type of case management.
 - Supervised family exchanges. FSA provides a neutral drop off and pick up point for exchanges of children for custody visits between divorced or separated parents. Exchanges are 15 minutes long.
 - Provide supervised family visitations at Seton Medical Center in Daly City.
 2. Contractor Visitation services will be available as follows:
 - Tuesday 12 p.m.- 6 p.m.
 - Wednesday 12 a.m.- 6 p.m.
 - Thursday 12 a.m.– 8 p.m.
 - Friday 12 p.m.– 8 p.m.
 - Saturday 10 a.m.– 5 p.m.
 - Sunday 10:30 a.m.–5 p.m.

3. Contractor will provide the capacity for 1,700 hours of scheduled supervised visitations, exchanges and supportive therapeutic supervised visitations of all types as outlined in Section A.1 of this agreement.
4. The referring social worker will receive a written report following each visitation. A scheduled visitation is defined as one which is scheduled and confirmed with all parties involved 24 hours before the actual visit, or a visit that actually occurs and is scheduled less than 24 hours before the visit.
5. Contractor will evaluate all referrals made by HSA. Contractor can refuse to begin or continue to provide services to clients who:
 - a. Require a more secure setting;
 - b. Do not follow the Center rules and procedures;
 - c. Do not show up for visits;
 - d. Do not benefit from the Center's services.

When demand exceeds the capacity of the Center or times available for services are not convenient to clients, a waiting list will be utilized.

7. Contractor will provide HSA with copies of observational visitation reports.
8. Contractor will follow the mandatory child abuse reporting law of any suspected instances of child abuse or neglect, are immediately reported to a child protective agency.

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2005 through June 30, 2006**

PAYMENT SCHEDULE

- I. In consideration for services provided by the Contractor in Exhibits "A" and "C," County shall pay the Contractor according to the payment schedule described below:
 - A. County shall pay Contractor monthly for actual services rendered on a fee for service basis based at a rate of \$74.69 per hour for the Visitation Services described in Exhibit A.
 - B. Exchanges will be billed as one hour for four exchanges.
 - C. Monthly invoices will itemize the service hours performed for regular, supportive and therapeutic visitation and the number of exchanges respectively.
 - D. Invoices shall be sent to: Susan May, 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.
 - E. Payment for these services shall not exceed **ONE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS (\$126,973)** for the contract term.
 - F. All payments under this Agreement must directly support services specified in this Agreement.
 - G. 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.
 - H. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
 - I. 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.

EXHIBIT C

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2005 through June 30, 2006**

PROGRAM MONITORING

- I. Contractor agrees to the following outcomes:
1. At least 70% of children referred from Human Services Agency will have moved on to a more stable situation at the conclusion of services.
 2. At least 3.72 satisfaction rating out of a total of 4 through a Client Evaluation Survey.
- II. Contractor will submit monthly activity report to Children and Family Services Contract Monitor, Marissa Saludes at 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Monthly reports are due on:
- | | | |
|-------------------|--------------------|------------------|
| August 10, 2005 | September 10, 2005 | October 10, 2005 |
| November 10, 2005 | December 10, 2005 | January 10, 2006 |
| February 10, 2006 | March 10, 2006 | April 10, 2006 |
| May 10, 2006 | June 10, 2006 | July 10, 2006 |
- III. Contractor will submit mid-year and year-end reports. These reports should include reports on the outcomes outlined on Exhibit C, Section I. Year-end report should include list of Board of Directors and financial report showing plan versus actual. Reports should be submitted to Children and Family Services Contract Monitor, Marissa Saludes at 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Reports are due on January 31, 2006 and July 31, 2006.
- IV. HSA will conduct site visit/s during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of FSA.
- V. HSA program liaison will serve as a conduit for problems or changes, which arise during the course of this Agreement. The liaison will monitor this Agreement as follows:
- a. Maintain a close working relationship with the Director of the Family Visitation Center.
 - b. Address problems and work with the contractor's director for resolution either verbally or in writing.

EXHIBIT D

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS 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.

Family Service Agency of San Mateo
Name of 504 Person

1870 El Camino Real

Burlingame, CA 94010

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."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: _____
Contact Person: _____
Address: _____

Phone Number: _____
Fax Number: _____

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.

Signature

Name (Please Print)

Title

Date

FINGERPRINTING CERTIFICATION FORM

Agreement with Family Services Agency of San Mateo County

FOR

Supervised Visitation Services

() Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date