

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES, 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 Division, hereinafter described, provision of kinship support.

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: Payment Schedule
- Exhibit C: Monitoring Procedures
- Exhibit D: Compliance with Section 504
- Exhibit E: Equal Benefits Compliance Declaration Form
- Exhibit F: Child Abuse Reporting Requirement
- Exhibit G: Fingerprinting Certification Form

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 **FOUR HUNDRED NINETY THOUSAND FIFTY SIX HUNDRED DOLLARS, (\$490,056).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

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 insurance 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.

12. 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.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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.

16. 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:

Lorena Gonzalez, Program Manager
San Mateo County, Human Services Agency
310 Harbor Blvd., Bldg. E
Belmont, CA 94002
650.802.5115

In the case of Contractor, to:

Falope Fatumise
Edgewood Center for Children and Families
1801 Vicenti Street
San Francisco, CA 94116
415.375.7600

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

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES
Nancy Rubin, CEO

Contractor's Signature

Name and Title

Date: _____

Exhibit A

**Program Description
Edgewood Center for Children and Families
July 1, 2006 through June 30, 2007**

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

PROGRAM FOCUS	INPUTS	OUTPUTS		OUTCOMES - IMPACT		
	<i>(What we invest)</i>	Activities <i>(What we do)</i>	Engagement <i>(Who we reach)</i>	Short Term <i>(Learning)</i>	Intermediate <i>(Action)</i>	Long Term <i>(Conditions)</i>
Case Management	Case Manager	<ul style="list-style-type: none"> • Provide case management and other KSSP services. • Identify enrollment by foster care, KinGAP and other. • Identify Medical and Child-only TANF enrollment. • Identify demographic information of clients. 	<ul style="list-style-type: none"> • 300 relative or NREFM caregivers and 400 children • 80% of the families who receive services will rate every outcome good or excellent 		<ul style="list-style-type: none"> • 70% of the caregivers will report needing less help as demonstrated by an improvement in their pre and post scores. 	<ul style="list-style-type: none"> • 90% of children placed in relative or NREFM care will remain with kin or NREFMs or returned to their birth parents.
Outreach	Program Manager	<ul style="list-style-type: none"> • Conduct monthly 	<ul style="list-style-type: none"> • At least 12 presentations/year 			

	INPUTS	OUTPUTS		OUTCOMES - IMPACT		
		<p>presentations throughout the County with community organizations who serve potential KSSP clients</p> <ul style="list-style-type: none"> • Identify who, where and how many attended the presentations. 	<ul style="list-style-type: none"> • Provide presentations to community and County staff. 			
Support Groups	Support Group Facilitator	<ul style="list-style-type: none"> • Conduct weekly support groups in the various Edgewood sites. Conduct the support groups in English, Spanish, and other languages as appropriate. 	<ul style="list-style-type: none"> • Relatives and NREFMs will attend the support group/year • 80% of the families will report knowing someone to talk to as demonstrated by an increase in the pre and post Family Needs Scale 			
KinGAP	KSN Community Worker	<ul style="list-style-type: none"> • Provide a KSN Community Worker that is focused entirely on families eligible for KinGAP • Inform eligible families of the KinGAP advantages and encourage them to participate in the KSN 	<ul style="list-style-type: none"> • Inform and educate all families referred by HSA about KinGAP. • Offer services to up to 15 families. 			

	INPUTS	OUTPUTS		OUTCOMES - IMPACT		
		program.				
Parent Education	Support Group Facilitator	<ul style="list-style-type: none"> • Provide monthly training on parenting and physical and mental health. 	<ul style="list-style-type: none"> • Relative and NREFMs will attend the training • 80% of the families will rate the information and effectiveness of the training good or excellent 	<ul style="list-style-type: none"> • 70% of participants will report their intention to practice what they have learned 		
Recreation	Recreation Coordinator	<ul style="list-style-type: none"> • Provide bi-monthly recreation for caregivers and children. • Maintain a calendar of events and post and distribute flyers. 	<ul style="list-style-type: none"> • Families will participate in recreational/respice activities • 80% of the families will report that recreational activities made a positive difference in their lives 			
Tutoring and Homework Aid	Tutoring Coordinator, volunteers	<ul style="list-style-type: none"> • Provide tutoring and homework aid for school aged children. 	<ul style="list-style-type: none"> • Families will participate in tutoring and homework aid • 80% of the families will report that tutoring services made a positive difference in their lives. 			

Exhibit B

**Payment Schedule
Edgewood Center for Children and Families
July 1, 2006 through June 30, 2007**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

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

Monthly payments will be made as follows:

A. Operational Costs:

FY 2006-07

October 2006	\$15,642
November 2006	\$ 3,911
December 2006	\$ 3,911
January 2007	\$ 3,911
February 2006	\$ 3,911
March 2006	\$ 3,911
April 2007	\$ 3,911
May 2006	\$ 3,911
June 2006	<u>\$ 3,921</u>

TOTAL \$46,930

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 FOUR HUNDRED FORTY THREE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS (\$443,126) for FY 2006-07. Contractor must provide detailed invoice with actual salaries and benefits for each staff on a format as specified by the County.

C. Payment for the above-referenced services shall not exceed FOUR HUNDRED NINETY THOUSAND FIFTY SIX DOLLARS (\$490,056) for the term of the Agreement.

2. Invoices shall be sent to: Lorena Gonzalez, Human Services Manager, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. E, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
3. All payments under this Agreement must directly support services specified in this Agreement.

4. 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.
5. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
6. 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

**Program Monitoring
Edgewood Center for Children and Families
July 1, 2006 through June 30, 2007**

1. Contractor will be responsible for submitting the required reports, on a format as approved and supplied by the Human Services Contract Monitor. All required reports submitted by the Contractor will be submitted at the following address:

Human Services Agency
Contract Monitor, Marissa Saludes
400 Harbor Blvd. Bldg. B
Belmont, CA 94002.
2. Contractor will submit quarterly activity report as follows:

October 15, 2006, January 15, 2007, April 15, 2007, and July 15, 2007
3. Contractor will submit a Mid-year Narrative Report due on January 15, 2007.
4. Contractor will submit a Year-end Narrative Report due on July 15, 2007.
5. Contractor will submit a financial audit to the Contract Monitor as soon as it becomes available.
6. The Human Services Agency Contract Monitor will conduct site visit 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 Edgewood Center for Children and Families.

Exhibit D

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

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

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

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. employs fewer than 15 persons.

b. employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Falope Fatumise

Name of 504 Person - Type or Print

Edgewood Center for Children and Families

Name of Contractor(s)-Type or Print

1801 Vicenti Street

Street Address or P.O. Box

San Francisco, CA 94116

City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I Vendor Identification

Name of Contractor: Edgewood Center for Children and Families
Contact Person: Falope Fatumise
Address: 1801 Vicenti Street
San Francisco, CA 94116
Phone Number: 650.588.9580
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

Exhibit F

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.

Exhibit G

FINGERPRINTING CERTIFICATION FORM

Agreement with Edgewood Center for Children and Families

FOR

Kinship Support 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