

**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 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 – Payment Schedule
- Exhibit C – Program Monitoring
- Exhibit D - 504 Compliance
- Exhibit E – Child Abuse Reporting Requirement
- Exhibit F – Fingerprinting Certification Form
- Exhibit G – Contractor’s Declaration 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 TWO HUNDRED NINETY THOUSAND FIVE HUNDRED FIFTY THREE DOLLARS,(\$290,553).

**4. Term and Termination**

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

This Agreement may be terminated by Contractor, the Human Services Agency Director 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**

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:  
Ed Ward, Program Manager  
Human Services Agency  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002  
650.802.7695**

**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

**17. 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,  
San Mateo County

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

ATTEST:

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

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY  
Laurie Wishard, Executive Director,

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

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

**EXHIBIT A**

**FAMILY SERVICE AGENCY OF SAN MATEO  
PROGRAM DESCRIPTION  
September 1, 2006 through June 30, 2007**

- A. In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:
1. Contractor will provide the following services:
    - Regular supervised visitations are facilitated by trained staff (BA level or higher) to provide supervised parent/child contact. These visits are not “clinical”, “therapeutic”, “counseling” or “a mental health service.” Safety interventions are made if necessary as well as, under some circumstances, parent coaching and education. Each visitation will be two hours long. The two hours include 1.5 hours for parent and child interaction and 30 minutes for case manager and child interaction or case manager and parent interaction, 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 and, under some circumstances, may be considered “clinical” or “therapeutic”. Each visitation will be two hours long. The two hours include one to 1.5 hours for parent and child interaction and 30 minutes for case manager and child interaction or case manager and parent interaction, documentation, and any type of case management.
    - Supervised family exchanges. Family Service’s provides a neutral drop off and pick up point for exchanges of children for custody visits between divorced or separated parents. Each exchange is 15 minutes long.
    - Provide supervised family visitations and exchanges in Family Service’s San Mateo, Redwood City and Daly City sites, HSA sites and other locations as specified by the social worker. All therapeutic visitations will be conducted in Family Service’s s San Mateo County office.
    - Provide child watch services to enable birth, foster and adoptive parents to attend meetings or classes sponsored by HSA. Provide age-appropriate activities for the children during child watch.
    - Provide transportation to the children mainly to and from visitation. Family Service may also provide transportation to and from hospital visits, court-ordered treatment programs, schools, and meetings with CFS. On special circumstances, transport parents as requested by Social Workers. Provide age-appropriate child restraints when transporting children.

- Contractor will provide, for FY 2006-07, the capacity for at least 1,666 hours of supervised visit, 21 hours of supervised exchanges, 833 hours of child watch, and 867 hours of transportation as outlined in Section A.1 of this agreement. The number of hours represents direct services. 25% of the units of service should serve clients from the North County offices in Daly City and South San Francisco, 25% of the services should serve South County families from the East Palo Alto and Redwood City offices and 25% should serve families from the Belmont and San Carlos offices. The last 25% is discretionary as needed. Some requests will be for evenings and weekends; a few requests will be out-of-county. These services will be provided only at the request of the staff of CFS.
2. Regular supervised visitation and exchange services will be provided in several locations based on available space, resources and client needs. Service will be available in Daly City, San Mateo, Redwood City, HSA sites, and other locations as specified by the social worker. Family Service will have a small supply of toys and games available for visits outside of Family Service sites. Visitation location and hours of operation are as follows:
 

Tuesday:	12-6 Redwood City
Wednesday:	3-8 Floating Day (available at Family Service's San Mateo or Redwood City offices, HSA sites or other sites as specified by Social Worker)
Thursday:	2-8 Floating Day (available at FSA's San Mateo or Redwood City offices, HSA sites or other sites as specified by Social Worker)
Friday:	4-8 Daly City
Saturday:	10-5 San Mateo
  3. Contractor will provide the referring social worker with a written observational report within 48 hours of the visit. A more in depth supplemental report will be sent to the social workers within a week of the visit, if deemed necessary by FSA or HSA. A scheduled visitation is defined, as one which is scheduled and confirmed will 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. An experienced, trained supervisor or Director will review all visitation and exchange records.
  4. Communicate with CFS staff on an on-going basis. Case managers will be available to discuss the case prior to court hearing.
  5. Program Coordinator will accept all referrals from HSA. Contractor will respond to all CFS staff requests within 48 hours. For services requested with less than 48 hour notice, CFS staff shall be contacted within two hours of the request. Contact Social Worker 24 hours before the appointment to confirm. Family Service must have a release of information signed by all involved clients authorizing the exchange of information between Family Service, H.S.A. and other necessary parties before services can begin.

6. Upon receipt of the referral, the program coordinator assigns the case to the Case Manager based on language, time and location needs. Family Service will operate a yahoo calendar and list available slots for visitation. Coordinator will update the calendar as changes occur. Only Contractor and County Human Services Agency staff will have access to this yahoo calendar.
7. 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.
  - e. Visiting party/Client withdraws or qualifies permission to share information with H.S.A. or other necessary parties. (Services are immediately suspended.)

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

8. Clients will be encouraged to sign up for the Parenting with PRIDE workshop to enhance their parenting skills.
9. Director and/or project coordinator will attend unit meetings in all the regions to talk to social workers about the project at least twice a year. Family Service will develop an information page to hand out to social workers.
10. 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.
11. Contractor agrees to respond to HSA Department of Children and Family Services Social Workers' and Juvenile Court's requests for reports--oral, written, or by testimony in court--concerning a referred individual's participation in the supervised visitation program. All parties understand that the funds provided in this agreement support very little additional report writing and no support for the time required for court testimony. Excessive requests for these services will require additional funding or reduction in service. Contractor agrees that supervising visits does not necessarily create a privileged therapeutic relationship.

**EXHIBIT B**

**FAMILY SERVICE AGENCY OF SAN MATEO  
PAYMENT SCHEDULE  
September 1, 2006 through June 30, 2007**

I. In consideration for services provided by the Contractor in Exhibit "A", County shall pay the Contractor according to the payment schedule described below:

**A. Supervised visitation personnel cost:**

- From September 1, 2006 through March 31, 2006, County shall pay Contractor monthly actual salaries and benefits for therapeutic and regular supervised visitation and exchanges. At the end of the third quarter (quarter ending March 31, 2006), County will review actual units of service provided.
- Contractor must provide at least 80% of the required service level to receive 100% of the personnel funds. The minimum service level requirement for FY 2006-07 is 933 hours to meet the 80% outcome standard.
- Failure to meet the minimum service level requirement will result in pro-ration of actual salary and benefit costs for the contract service period. Contractor will receive 100% of actual salaries and benefits with no pro-ration if the outreach requirement as outlined in Exhibit A.9 is met and the hourly minimum is not met due to lack of referrals by the County. Supervised visitation personnel costs shall not exceed \$132,815 for FY 2006-07.

**B. Child Watch/Transportation Personnel cost:**

- From September 1, 2006 through March 31, 2006, County shall pay Contractor monthly actual salaries and benefits associated with child watch and transportation. At the end of the third quarter (quarter ending March 31, 2006), County will review actual units of service provided.
- Contractor must provide at least 80% of the required service level to receive 100% of the personnel funds. The minimum service level requirement for FY 2006-07 is 666 hours of child watch and 694 hours of transportation to meet the 80% outcome standard.
- Failure to meet the minimum service level requirement will result in pro-ration of actual salary and benefit costs for the contract service period. Contractor will receive 100% of actual salaries and benefits with no pro-ration if the outreach requirement as outlined in Exhibit A.9 is met and the hourly minimum is not met due to lack of referrals by the County. Child Watch/Transportation Personnel costs shall not exceed \$84,481 for FY 2006-07.

**C. Operational costs:**

December, 31 2006	\$21,302
March, 31 2007	\$15,977
June 30, 2007	<u>\$15,978</u>
Subtotal	\$53,257

**D. Vehicles:**

County shall pay Contractor for actual costs for two vehicles. Cost for the two vehicles shall not exceed \$20,000. Title to all property or funds equal to the value of the County's portion of the contribution acquired/received by the Contractor pursuant to this Agreement shall vest in County, and shall be returned to County at the expiration or termination of said transportation program, unless otherwise provided in writing by the County. County does acknowledge that the value of said vehicle shall depreciate over time and that the County's portion of the contribution will depreciate based on the value of the vehicle at any such time that the transportation program may terminate or expire.

- E. Invoices shall be sent to: Ed Ward, County of San Mateo, Human Services Agency, 550 Quarry Road, San Carlos, 94070. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- F. Payment for these services shall not exceed \$290,553 for the term of the Agreement.
- G. All payments under this Agreement must directly support services specified in this Agreement.
- H. 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.
- I. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- J. 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.

**FAMILY SERVICE AGENCY OF SAN MATEO  
PROGRAM MONITORING  
September 1, 2006 through June 30, 2007**

- I. Contractor agrees to the following outcomes:
  1. 90% of the request will be filled.
  2. 90% of the clients will rate service as satisfactory.
  3. 90% of referring social workers will rate service as satisfactory.
  4. 70% of families move on to stable situations at the conclusion of service. Stable situations include reunification, foster-adoption and adoption.
  
- II. Contractor will submit monthly activity report to Children and Family Services Contract Monitor, Marissa Saludes at 400 Harbor Blvd., Bldg. B, and Belmont, CA 94002. Monthly reports are due on:

October 10, 2006, November 10, 2006, December 10, 2006,  
January 10, 2007, February 10, 2007, March 10, 2007,  
April 10, 2007, May 10, 2007, June 10, 2007, July 10, 2007
  
- 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. 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 February 28, 2007 and July 31, 2007.
  
- IV. Contractor will submit the agency audit as soon as it becomes available.
  
- V. The Human Services Agency 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.
  
- VI. 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. Meet with FSA representative quarterly to update each other on project implementation.
  - b. Address problems and work with the contractor's director for timely 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.

Laurie Wishard  
Name of 504 Person

Family Services Agency of San Mateo County  
Name of Contractor

24 2<sup>nd</sup> Street  
Address

San Mateo, CA 94402  
City, State, Zip code

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

\_\_\_\_\_ Date

\_\_\_\_\_ Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking 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."



## **Exhibit E**

### **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 F**

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with Family Services Agency of San Mateo County**

**FOR**

**Child Welfare 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

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Family Services Agency of San Mateo County	Phone:	650-403-4300
Contact Person:	Laurie Wishard	Fax:	650-403-4303
Address:	24 2 <sup>nd</sup> Street San Mateo, CA 94402		

**II. EQUAL BENEFITS** (check one or more boxes)

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

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

**III. NON-DISCRIMINATION** (check appropriate box)

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title