

**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: Child Welfare Support 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 Certification Form
- Exhibit G – Child Care Reporting Requirement

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 **THREE HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS, (\$324,664).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2008.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or 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 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY

Contractor's Signature

Date: _____

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2007 through June 30, 2008
PROGRAM DESCRIPTION**

A. Detailed description of services to be performed by Contractor

1. Contractor will provide the following services:

- Regular supervised visitations are facilitated by trained, bilingual staff (or at time, trained English Speaking staff when bilingual capacity is not required) to provide supervised parent/child contact. Safety interventions are made if necessary. 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, Spanish-speaking preferred, to work with the family to improve or facilitate a safe and healthy parent/child relationship. 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. FSA 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. (Any exchanges lasting more than 15 minutes will be counted as 2 exchanges)
- Provide supervised family visitations and exchanges in FSA'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 FSA's San Mateo 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 parents and children to and from parenting class and youths to and from Independent Living Skills Program class. May also provide transportation to children and parents to and from hospital visits, court-ordered treatment programs, schools, and meetings with CFS. Provide age-appropriate child restraints when transporting children.

- Contractor will provide, for FY 2007-08, the capacity for at least 2,340 hours of supervised visit, 25 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. FSA will have a small supply of toys and games available for visits outside of FSA sites. Visitation location and hours of operation are as follows:

Tuesday:	10-6 Redwood City
Wednesday:	10-6 Floating Day (available at FSA’s San Mateo or Redwood City offices, HSA sites or other sites as specified by Social Worker)
Thursday:	12-8 Floating Day (available at FSA’s San Mateo or Redwood City offices, HSA sites or other sites as specified by Social Worker)
Friday:	12-8 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. 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. Once a regular schedule is set up, HSA social worker is responsible for notifying FSA should the service be no longer needed. Unless such notice is received, FSA will assume that visit is scheduled. Clinical 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.

6. Upon receipt of the referral, the program coordinator assigns the case to the case manager based on language, time and location needs. FSA 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.

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. FSA will provide HSA social workers with copies of Visitation Center guidelines.
9. Director and/or project coordinator will attend unit meetings in all the regions to talk to social workers about the project. FSA will develop an information page to hand out to social workers. County will determine which unit meetings Contractor must attend and the frequency,
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.

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2007 through June 30, 2008
PAYMENT SCHEDULE**

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

A. Supervised visitation personnel cost:

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, 2008), 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 2007-08 is 1,872 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 \$182,830 for FY 2007-08.

B. Child Watch/Transportation Personnel cost:

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, 2008), 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 2007-08 is 667 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 \$82,435 for FY 2007-08.

C. Operational Cost

September 30, 2007	\$14,849
December, 31 2007	\$14,849
March, 31 2008	\$14,849
June 30, 2008	\$14,852
Subtotal	\$59,399

D. The maximum amount County shall be obligated to pay Contractor for FY 2007-08 services shall not exceed THREE HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS (\$324,664) for the term of the Agreement.

- II. Invoices shall be sent to: Marissa Saludes, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- III. All payments under this Agreement must directly support services specified in this Agreement.
- IV. County may withhold all or part of Contractor's total payment if the Director of Human Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- V. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- VI. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

EXHIBIT C

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2007 through June 30, 2008**

PROGRAM MONITORING

- 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, fost-adopt and adoption.

- 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, 2007
 - September 10, 2007
 - November 10, 2007
 - December 10, 2007
 - January 10, 2008
 - February 10, 2008
 - March 10, 2008
 - April 10, 2008
 - May 10, 2008
 - June 10, 2008
 - July 10, 2008

- 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 January 31, 2008 and July 31, 2008.

- IV. Contractor will submit the agency audit as soon as it becomes available.

- V. HSA will conduct site visit/s during the tem 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 Visitation Program at 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 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.

Laurie Wishard
Name of 504 Person - Type or Print

Family Service Agency of San Mateo County
Name of Contractor(s)-Type or Print

24 Second Street
Street Address or P.O. Box

San Mateo, CA 94401
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."

EXHIBIT E

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

I. CONTRACTOR INFORMATION

Contractor Name:	Family Service Agency of San Mateo County	Phone:	650. 403.4300 ext. 4409
Contact Person:	Laurie Wishard, Executive Director	Fax:	
Address:	24 Second Avenue San Mateo, CA 94401		

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 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.

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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.

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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.

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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

EXHIBIT F

FINGERPRINTING CERTIFICATION FORM

Agreement with Family Services Agency of San Mateo County

FOR

Childe 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

EXHIBIT G

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.

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