

**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 providing services to support children being placed with relatives rather than being placed in out of home foster placements in the amount of \$488,227 for the term of July 1, 2010 to June 30, 2011

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—Services
- Exhibit B—Payments and Rates
- Exhibit C – Contractor’s Declaration Form
- Exhibit D - Budget
- Exhibit E - Outcomes & Reporting Requirements
- Attachment H – Child Abuse Prevention and Reporting
- Attachment I—§504 Compliance
- Attachment J – Fingerprinting Certificate 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,” and Exhibit “E.”

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 "E," 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 EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS, \$488,227.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2011.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

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 County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Deborah Torres
Prevention and Early Intervention Services
2500 Middlefield Road
Redwood City, CA 94063

In the case of Contractor, to:

Falope Fatunmise
Edgewood Center for Children and Families
1801 Vicente Street
San Francisco, CA 94116

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Edgewood Center for Children and Families

Contractor's Signature

Date: _____

Exhibit "A"

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

1. Needs Assessment and Implementation/Community Capacity Building:

Partner with San Mateo County Children and Family Services (CFS) to expand outreach efforts to families served by San Mateo County Self-Sufficiency Division.

Assess the needs of kinship families in San Mateo County (by city) through at least 12 CFS and Self-Sufficiency Unit presentations, annual Kinship caregiver Satisfaction Survey, twice a year community surveys to other youth and family service providers and community capacity building meetings with community-based organizations (CBOs). Edgewood will work with Children and Family Services (CFS) to prioritize the needs for Kinship families identified in the needs assessment. After the needs are prioritized through a collaborative process with CFS, Edgewood will work with CFS to implement solutions to the needs/issues identified.

In order to build and strengthen the skills of the HSA and CBO staff that work with Kinship families, the information provided in the presentations will include the issues that Kinship families encounter.

2. Information and Referral

Provide information and referrals to San Mateo County Kinship/Non-Related Extended Family Member (NREFM) families. These families are either San Mateo County residents or San Mateo County CFS cases residing in other counties.

Edgewood Center will track how many Kinship families, children and youth are receiving Kinship services.

3. Case Management

Provide case management services up to six months [case management is expected to always include information on KinGAP for Kinship families] to San Mateo County Kinship/NREFM families. Case management will be goal-oriented and strength-based. The case management's empowerment approach will include an individual assessment, customized intervention and is outcome-driven. Case management can be a combination of home visiting and community-based interventions. Case management also includes participation on Team Decision Making (TDM) meetings [particularly at change of placements and case closures]. TDM meetings are team based multi-disciplinary planning meetings.

4. Support Groups
Conduct weekly bilingual [based upon the location's predominant non-English language] support groups in East Palo Alto, Redwood City, San Carlos, South San Francisco and Daly City. Support group facilitators shall come from the community where the support group occurs as much as possible.
5. Education
Conduct 30 parenting workshops for Kinship caretakers per year. Workshops will include topics identified in the needs assessment
6. Counseling/Family Group Conferencing/Team Decision Making (TDM) Meetings
Provide family conferencing services for KinGAP, Non-Needy Relative and Informal Kinship families. Family conferencing is a family-centered decision making model designed to empower families and unite clients and social service professionals in the common goal of child safety and well-being. The evidence-informed model of care planning also identifies and finds supportive adults who may be resources for a child and builds action plans based on consensual decisions to promote safety, stability and permanency in the lives of high-risk children. Family Conferencing is a voluntary process through which families develop plans to ensure long-term protection of the child. Provide Team Decision Making (TDM) Meetings for KinGAP, Non-Needy Relative and Informal Kinship families.
7. Recreation/Respite
Provide recreation activities and family events as deemed available through funding.
8. Transportation/Independent Living Program (ILP)
Provide and/or assist with transportation for Kinship youth attending the ILP.
9. Tutoring
Link Kinship families with tutoring services in their community.
10. AB 938 Referral System
Develop and utilize referral process from Human Services Agency's Children and Family Services Division to ECCF in order to comply with new State Assembly Bill (AB) 938 pertaining to 30 day notification requirement of locating relatives when a child/youth is in need of an out-of home placement.

Exhibit "B"

**PAYMENT SCHEDULE
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES
JULY 1, 2010 THROUGH JUNE 30, 2011**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor upon receipt and approval by the Director of Human Services Agency or her designee in the manner described below:

1. County shall pay Contractor monthly for actual cost, incurred as shown in the Exhibit D (Contractor's Budget) upon receipt of itemized invoices. Cost will not exceed **FOUR HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS, (\$488,227)**. Payments will be made within 30 days upon receipt of Contractor's invoice.
2. County may withhold all or part of the Contractor's total payment if the Human Services Agency Director or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A.
3. In no event shall the total exceed **FOUR HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS, (\$488,227)** for the term of the Agreement.
4. Invoices shall be sent to:

San Mateo County Human Services Agency
Becky Arredondo, Human Services Agency Manager
2500 Middlefield Road
Redwood City, CA 94063
5. All payments under this agreement must directly support services specified in this Agreement.
6. Provision of services is subject to availability of State Funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. 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.

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

I. CONTRACTOR INFORMATION

Contractor Name:	Edgewood Center for Children and Families	Phone:	415-375-7600
Contact Person:	Falope Fatunmise	Fax:	650-620-9549
Address:	1801 Vicente Fatunmise San Francisco, CA 94116		

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

Kinship Support Network Budget 2010-2011

Personnel Expenses

Position	Salary
Program Director	\$ 32,888
Program Manager	\$ 30,827
Case Manager	\$ 35,361
Case Manager	\$ 35,008
Case Manager	\$ 34,321
Senior Case Manager	\$ 41,602
Activities Manager	\$ 34,396
Asset Coach	\$ 7,346
Support Group Facilitator	\$ 12,092
Support Group Facilitator	\$ 11,855
Child Watch Provider	\$ 15,599
Total Salaries	\$ 291,295
Benefits @ 27%	\$ 78,650
Total Personnel	\$ 369,945

Operating Expenses

Item	Cost
Rent	\$ 20,000
Office Supplies	\$ 2,500
Staff Travel	\$ 6,000
Professional & Consultant Services	\$ 7,700
Respite/ Recreation	\$ 17,500
Family Emergencies Fund	\$ 2,500
Postage	\$ 1,000
Food	\$ 5,700
ILP Stipends	\$ 5,000
Laundry & Kitchen	\$ 300
Outside Printing & Graphics	\$ 700
Utilities	\$ 2,500
Cell Phones	\$ 2,500
Total Operating	\$ 73,900
Total Personnel & Operating	\$ 443,845
Indirect @ 10%	\$ 44,384
TOTAL BUDGET	\$ 488,229

Exhibit E
Outcomes and Reporting Requirements

1. Needs Assessment and Implementation/Community Capacity Building
 - Conduct needs assessment of kinship families in San Mateo County (by city) through:
 - At least 12 CFS and Self-Sufficiency Unit presentations;
 - The annual Kinship caregiver Satisfaction Survey;
 - An annual community survey to other youth and family service providers.

2. Information and Referral
 - Provide information and referral services to 200 Kinship/NREFM families per year.

3. Case Management
 - Provide case management services [case management is expected to always include information on KinGAP for Kinship families] to 175 Kinship/NREFM unduplicated families per year.
 - 80% of families receiving case management services will report increased self-advocacy skills as demonstrated by an improvement in measurement scores;
 - 95% of children will remain in Kinship/NREFM placements or will be returned to their birth parent(s).

4. Support Groups
 - Conduct weekly support groups in East Palo Alto, Redwood City, San Carlos, South San Francisco and Daly City.
 - A target of seven unduplicated individuals per support group per week will attend;
 - 80% of individuals attending the support groups will report receiving appropriate support.
 - Assess whether there's a need to provide support groups in Coastside, as well as a comparable site to San Carlos such as Belmont.

5. Education
 - Conduct 30 parenting workshops for Kinship caretakers per year.
 - 80% of families will report the information and effectiveness of the training was good or excellent;
 - 70% of participants will report their intention to practice what they have learned.

6. Counseling/Family Group Conferencing
 - Provide 200 hours of family conferencing services for KinGAP, Non-Needy Relative and Informal Kinship families.

- 80% will report increased functioning as a result of the family conferencing;
- 80% will report increase advocacy ability as demonstrated by an improvement in measurement scores.

7. Recreation/Respite

- Edgewood will provide Kinship caretakers with 1,333 hours of respite through child care, recreation activities, summer camperships and family events.

8. Transportation/Independent Living Program (ILP)

- At least 9 kinship youth [aged 14+] receiving Kinship services will enroll in ILP.
 - Kinship youth will be on-time 85% of the time.

HSA will provide Contractor a reporting Quarterly Outcome Reporting Template based on the Logic Model. Contractor will be responsible for submitting quarterly activity reports, 6-month and year-end narrative reports, and year-end financial reports to:

San Mateo County Human Services Agency
Becky Arredondo, Human Services Agency Manager
2500 Middlefield Road
Redwood City, CA 94063

Quarterly Activity reports are due on:

October 15, 2010

January 31, 2011

April 15, 2011

July 31, 2011

6-month report is due on:

January 31, 2011

Year-end report and year-end financial reports are due on:

July 31, 2011

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.

ATTACHMENT I

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.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*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."

Attachment J

FINGERPRINTING CERTIFICATION FORM

Agreement with Edgewood Center for Children and Families

For

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