



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: July 28, 2011
BOARD MEETING DATE: August 9, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency
SUBJECT: Agreement with StarVista

RECOMMENDATION:

Adopt a Resolution:

- A. Waiving the Request for Proposal (RFP) process and authorizing the President of the Board to execute an Agreement with StarVista, formerly known as Youth and Family Enrichment Services to provide Differential Response (DR) Case Management Services, for the term of July 1, 2011 through June 30, 2012 in the amount of \$474,950, there is no Net County Cost; and
- B. Authorizing the Director of the Human Services Agency (HSA) or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND

DR is a county-wide evidence-based early intervention strategy designed to improve outcomes for children and families. DR offers multiple paths for ensuring child safety. Path 1 or Community Partner Response is selected when the assessment of the case is such that there is low risk of harm to a child, but the child appears safe. Path 2 or Joint Response is selected when assessment of the case is such that there is low to moderate risk of harm to a child age 0 - 5. Path 3 or Children and Family Services (CFS) Response is selected when assessment of the case is such that there is moderate to high risk of harm to a child.

DISCUSSION

This Agreement with StarVista is to provide DR to the Central and Southern Regions of San Mateo County using an evidence-based home visiting model and establish strength-based working relationship with families. StarVista will also work collaboratively with community-based organizations so that families can easily access resources and ensure a continuum of care after case closure. DR services will be provided by culturally and linguistically competent staff to work with San Mateo County’s diverse population.

The County Manager’s Office approved a one year extension extending the Agreement beyond three years, to allow program to meet with StarVista and review services that have been affected due to budget deficit and to discuss future funding sustainability. The Human Services Agency will conduct a Request for Proposal in FY 2011-12 for services in FY 2012-13.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has reviewed and approved the Agreement and Resolution as to form and Risk Management has approved the Contractor’s insurance.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing safe and supportive homes and neighborhoods for children in San Mateo County through the Differential Response early intervention strategy. It is expected that these services will result in a 94% absence of maltreatment for families within a six (6) month period. Additionally, referral-based services will be offered to families to establish greater connections within their communities with the goal of preventing further child abuse.

Performance Measure(s):

Measure	FY 2011-12 Target
Absence of recurrence of maltreatment within 6 months.	94%

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012. The total obligation of this Agreement is \$474,950 and is 100% funds from Federal Child Welfare Services Outcome Improvement Project (CWOIP) allocation and there is no Net County Cost. Funds have been included in the FY 2011-12 tentatively Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION A) WAIVING THE REQUEST FOR PROPOSAL (RFP) PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH STARVISTA FORMERLY KNOWN AS YOUTH AND FAMILY ENRICHMENT SERVICES TO PROVIDE DIFFERENTIAL RESPONSE (DR) CASE MANAGEMENT SERVICES, FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012, IN THE AMOUNT OF \$474,950, THERE IS NO NET COUNTY COST, AND B) AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Human Services Agency (HSA) wishes to continue DR Case Management services for an additional year while allowing the Human Services Agency time to review and evaluate services that have been affected due to budget deficit and HSA will conduct a Request of Proposal in FY 2011-12 for services in FY 2012-13; and

WHEREAS, StarVista, formerly known as Youth and Family Enrichment Services, is to continue to provide DR case management services to the Central and Southern Regions of San Mateo County using an evidence-based home visiting model and establish strength-based working relationship with families; and

WHEREAS, the term of the Agreement is July 1, 2011 through June 30, 2012 in the amount of \$474,950 for FY 2011-12; and

WHEREAS, it is in the best interests of the County to waive the Request for Proposal Process with respect to this Agreement while services and funding is received to continue DR services; and

WHEREAS, this Board has been presented with a form of such an Agreement and has examined and approved it as to both form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

A) The Request for Proposal process is waived and the President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

B) The Director of the Human Services Agency or the Director's designee to execute contract amendments which modify the county's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
STARVISTA**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
STARVISTA, 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 Differential Response (DR) case management services for the Central and Southern Regions;

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- Scope of Work
- Exhibit C-Payment Schedule
- Exhibit C1 - Budget Fiscal Year 2011-12
- Exhibit D- Program Monitoring
- Exhibit E-Differential Response – Referral Process
- Exhibit F- §504 Compliance
- Exhibit G- Contractor’s Declaration Form
- Exhibit H- Child Abuse Prevention and Reporting
- Exhibit I- Fingerprinting Certification

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “C and C1,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A, B, D,E and G.”

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 B, D, E and G," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "C and C1." 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 SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS, (\$474,950).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011 through June 30, 2012.**

This Agreement may be terminated by Contractor, the 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, Director, Children and Family Services
San Mateo County
Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94402
650-802-3390

In the case of Contractor, to:

Michael Garb,
StarVista
610 Elm Street, Suite 212
San Carlos, CA 94070
650-591-9623

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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA
Michael Garb, Chief Executive Officer

Contractor's Signature

Date: _____

**Program Description- Difference Response
July 1, 2011 through June 30, 2012**

In consideration of the payments set forth in Exhibit “C and C1”, Contractor shall provide the following services:

I. PROGRAM DESCRIPTION

Program Purpose

Differential Response (DR) provides earlier and more meaningful responses to emerging signs of family problems so child welfare agencies can mobilize resources to help families before problems escalate.

DR has four goals:

- Increased safety and protection of the most vulnerable children referred to child welfare services.
- More children maintained safely in their home with community services and support and fewer children involved in the child welfare system.
- Greater family and community understanding and commitment to the protection of children.
- Increased fairness and equity for all families referred to the child welfare system.

II. POPULATION TO BE SERVED

DR services will be provided to targeted populations which will allow the most vulnerable and needy families to engage in community-based services.

Population to be served by Priority:

1. Path 2 families which have been defined as all referrals with victim children ages 0-5 (excluding Emergencies).
2. Path 1 families with victim children ages 0-5.

Path 2 families will have priority over Path 1 families. If case load permits, Path 1 families will receive the same level of case management service.

CFS will make all referrals to the DR program. CFS’s Community Workers will schedule and conduct MDT meetings with Contractor’s staff to discuss referrals and transfer confidential client information. Contractor will utilize the Community Approach to Relating and Engaging with Families (CARE) System to receive Path 1 and 2 referrals.

**Scope of Work - Differential Response
July 1, 2011 – June 30, 2012**

Contractor will provide, to the satisfaction of the Director of Children and Family Services (CFS) or her designee, services in connection with the specified DR services, as described in Attachment I, to Path One and Path Two families:

I. A. Geographic Area – Central

- Provide DR services to the following zip codes:

94002 = Belmont
94018 = El Granada
94019 = Half Moon Bay & (Princeton by the Sea)
94037 = Montara
94038 = Moss Beach
94070 = San Carlos
94401 = San Mateo
94402 = San Mateo
94403 = San Mateo
94404 = San Mateo & Foster City

B. Geographic Area - South

- Provide DR services to the following zip codes:

94020 = La Honda
94021 = Loma Mar
94025 = Menlo Park & West Menlo Park
94026 = Menlo Park
94027 = Atherton, Atherton Contract Branch, & Menlo Park
94028 = Portola Valley & Menlo Park
94059 = Redwood City
94061 = Redwood City
94062 = Redwood City
94063 = Redwood City
94064 = Redwood City
94065 = Redwood City
94060 = Pescadero
94074 = San Gregorio
94303 = Palo Alto & East Palo Alto

- Service providers will be co-located with social worker staff or in community offices as agreed upon by both parties. If San Mateo County (County) determines that the locations are ineffective and/or inaccessible, Contractor will secure other sites. Contractor will inform Children and Family Services (CFS) if location were to change.

II. Training and Standardized Assessments

- Provide Family Connections case management model training to Program Director, Program Managers, Case Managers and Intake Worker.
- Determine the appropriate staff to attend County-sponsored training, including but not limited to, Case Managers, Intake Worker, Program Managers and multi-disciplinary team members.

III. Case Management

Contractor will accept all referrals from CFS DR Program that meet criteria of a victim child 0-5 and provide case management services. Contractor will assign cases to case managers immediately after an MDT. Contractor will not maintain a wait list. If the total number of referrals exceeds the projected case load by 25%, the County and Contractor will meet to discuss on-going case management on new referrals. Case management services will be provided based on the priority population outlined in Exhibit A.II.

Case Management Model

Contractor will utilize the Family Connections (FC) case management model. FC is a prevention/early intervention, community-based service program. The program works with families in their homes and neighborhoods to help them meet the basic needs of their children with the goal of reducing the risk of child neglect. FC is based on a set of nine practice principles shown to work with the most vulnerable families and includes: community outreach individualized family assessment, customized interventions, helping alliance, empowerment approaches, strengths perspectives, cultural competence, developmental appropriateness and outcome-driven service plans. FC identifies informal support systems and contacts potential resources that can meet the family's needs, makes multiple contacts with family and support members, develops a mutually negotiated family support plan, provides a combination of home visiting and community based case management interventions, identifies and connects the family with a broad network of community resources, and creates opportunities for parents and children to experience positive and enjoyable interactions with each other. FC has shown to increase appropriate parenting attitudes, decrease depressive symptoms, decrease caregiver stress and everyday stress, decrease child behavior problems, and reduce incidents of child abuse and neglect.

Central Intake

Path 1 and Path 2 referrals will be received by a single Intake Worker, who will review the information for completeness and direct them to StarVista and Edgewood Case Management staff. After assignment, and in coordination with County Social Workers as appropriate, families will be contacted using a standard case management model that includes: Engagement/Assessment; Family-Centered Care Planning; Linking to Resources; and Graduation. County protocols for Path 1 and Path 2 referrals will be followed at all steps of the process, and new referrals will be made to the CFS hotline if allegations of abuse or neglect arise.

Engagement/Assessment

At this phase, the Case Manager makes the first contact with the family in their own language by phone, in the home or at school. The goals of this first contact are to:

1. engage the family in receiving services or referrals
2. provide an initial assessment of the family's needs and current resources
3. connect the family with resources for any immediate needs
4. make arrangements for further assessment and planning
5. establish and maintain up-to-date and accurate Efforts to Outcomes (ETO) system records and files

Contractor will use several strategies to obtaining initial engagement:

1. Work to identify an immediate need that can be met quickly (e.g. food provision, ESL classes, affordable child care), building trust and providing the family with an incentive to engage in care planning.
2. Case Managers will use a non-judgmental, supportive approach, and will be assigned to families according to their cultural, geographical and language needs. Families will have the option of meeting in their home, at Family Resource Centers (FRC), at other community service locations, or any other location that feels safe and comfortable to the family

During the initial assessment phase, the Case Manager will administer the Family Assessment Screening Tool (FAST), use strength-based questions and conversations, and collect information about the family's needs and resources. In Path 2 cases, the Case Manager will accompany a Children and Family Services (CFS) Social Worker, proceeding with family assessment if the case is judged to be low-risk.

Family-Centered Care Planning

Creating an effective care plan requires the active participation of the family, as well as their network of relatives, community members and service providers who have a stake in the family's success. Engaging them in their own service planning is key to a successful outcome. Contractor will also use the 41 Developmental Assets for young children and youth as an underpinning of the strength-based approach with families and children.

The Case Manager will develop and/or plug into other plans that may already be in place for the family. ETO system records will be maintained and updated accurately. Using participatory approaches, find flexible ways to:

- assess the family's strengths and resources
- identify areas of need
- create a plan that invests the family in setting goals and working jointly on strategies for reaching them

Linking To Resources

Home-visiting enables the Case Managers to bring some services directly to the client. In order to assure that clients are able to access other resources throughout the County, the Case Managers will assist clients in obtaining bus passes, or tokens, when they are available.

Graduation/Follow-up

When the family is ready to graduate from the program, the Case Manager will:

- visit the family to assess completion or continued progress toward goals
- complete up-to-date and accurate ETO system records and files
- administer the FAST
- provide a client satisfaction survey

IV. Case Manager

Case Manager - the primary service coordinator for families assessed to receive non-County services. The Contractor will supervise and train the Case Managers to work with children and families. Case Managers will perform the following activities, including but not limited to:

- Assume all case management duties for Path 1 & Path 2 families utilizing the Family Connections model as described in Exhibit A.III.
- Follow DR process as described in Attachment I.
- Re-refer clients to CFS Hotline, as appropriate.
- Visit the client and conduct standardized Path One family assessments using pre-FAST form. As indicated in the Family Connections model, develop individualized, outcome-driven service plans.
- Work jointly with SWs to conduct standardized Path Two family assessments using pre-FAST. SW will conduct assessment including safety, risk and protective capacity using Structured Decision Making (SDM). Contractor will develop outcome-driven, individualized service plans as indicated in the Family Connections model.
- Engage families in services through a strength-based working relationship by meeting with families in their homes once a week for 1 – 1.5 hours.
- Provide family support and informational services (i.e., home-teaching, motivational support, parent education, coaching, supportive problem solving, when appropriate, linkages to drug and alcohol treatment programs and domestic violence services, etc.).
- Assist in coordinating transportation to appointments, meetings, and classes, as well as bus tokens and taxi vouchers as needed.
- Conduct reassessments after 90 days. Contractor will determine if case needs to continue for another 90 days.
- Update service plan.
- Close cases as appropriate, conducting post-FAST at time of closure.
- Develop and maintain case files in the secure, web-based ETO system containing assessment information, case plan, and record of contacts with clients.
- Track and monitor case activities through the life of a case and case closure.

- Maintain up-to-date case records in ETO system. Provide up-to-date case information to CFS, when requested.
- Provide services to a caseload of at least 10-15 open cases per month per Case Manager, for a maximum of 25 cases.
- Maintain knowledge of community services including referral and qualification requirements.
- Identify, establish, and link families to services and resources including on-site services as well as neighborhood-based services.
- Collaborate with service providers and consult with staff when clinical expertise is needed in development of service plans.
- Participate in community outreach activities.
- Participate in regular MDTs, meetings, individual supervision sessions and other meetings as appropriate.
- Complete the Family Connections case management training and all County-provided training related to DR, as determined by the County, such as the Community Worker curriculum, DR process, MDT and Mandated Reporter Training (MRT).
- Participate in on-going training activities, as required by the County.
- Perform other duties as assigned.

Intake Worker will perform the following activities, including but not limited to:

- When needed, perform duties of a case manager (see Case Manager description) and carry a partial caseload.
- Provide assistance to case managers to support family service plans/goals.
- Serve as the single point of entry for all referrals made by CFS and assign referrals to Case Managers.
- When assigning cases, primary consideration will be given to cultural and linguistic needs of the family.
- Assist in coordinating intake and assignment of path 1 and 2 referrals as described in the DR process.
- Maintain and improve community resource databases for case management use.
- Maintain knowledge of community services including referral and qualification requirements.
- Participate in agency and County meetings, as required
- Attend trainings, as required.

V. Administration of Case Manager

Be responsible for administrative services related to recruiting and training Case Managers and Intake Worker to meet DR demands. Administrative services shall include:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching and mentoring.
- Identifying other appropriate training.

VI. Supervision

Program Director will:

- Be responsible for developing, implementing, and maintaining program operations in accordance with the requirements of this Agreement.
- Be responsible for ensuring compliance with all policies and guidelines, stay current with any changes and updates.
- Review cases in the ETO system for content on a quarterly basis.
- Ensure progress notes are accurate and timely. Be able to provide case notes when requested by the County.
- Prepare all required reports.
- Prepare, administer and monitor the program budget to ensure the accomplishment of program and service objectives within budget restrictions.
- Hire, train and supervise Program Managers who have clinical and community based experience, preferably with masters level education.
- Oversee the hiring, training and supervision of the Program Managers, Intake Worker and Case Managers. Staff must reflect the region's demographic. Case Managers will be culturally and linguistically appropriate for the population to be served.

The Program Managers will:

- Be responsible for the day-to-day management of the collaborative program.
- Hire, train, supervise and coordinate the Intake Worker and Case Managers.
- Be responsible for reviewing Path One and Path Two referrals and service plans.
- Coordinate and participate in the implementation of differential response, its goals, objectives, policies, and procedures.
- Ensure cases are up-to-date and case information is current to ensure validity and accuracy of reports.
- Read progress notes, review cases in the ETO system for content with staff and ensure cases are up-to-date at least on a monthly basis.
- Ensure the quality and quantity of the home visits. This includes shadowing case managers on home visits once per quarter per worker.
- Provide individual and group supervision, including sign-off on closed client files, will be an additional quality control.
- Participate in the evaluation of the effectiveness of DR.
- Conduct regular meetings with DR staff to ensure all appropriate policies and guidelines are followed.
- Coordinate all community efforts around DR to ensure seamless process for families.
- Act as liaison and maintain an effective working relationship with Human Services Agency, FRCs, Core Service Agencies, community-based public and private organizations, and the community.
- Act as advocate and spokesperson in the community in support of DR programs and services.

VII. Suspected Child Abuse and Neglect/Mandated Reporter Responsibilities

Ensure that all staff working with families are trained regarding mandated reporting requirements and report suspected child abuse and neglect as required by law. This includes but is not limited to: Case Managers, Intake Worker, Volunteers, Supervisors, Clerical staff, Home Visitors, Team Leaders, and Program Managers

VIII. Community and Facility Capacity

Coordinate the delivery of services to the families assessed for DR within the family's neighborhood or community.

When applicable, the following are services and linkages required under this project, including but are not limited to:

- 4 Cs, especially for child care
- Headstart
- Pre to Three
- Immigration
- Agencies that serve developmentally delayed adults
- Alcohol and Drug Treatment and Counseling
- Mental Health Services
- Domestic Violence Services
- CalWORKs, MediCAL, Food Stamps, and other public assistance programs
- Health Services (Public Health Nurse)
- Probation/Juvenile Justice
- Parenting and Child Development
- Employment, Education and Skills Development
- Ancillary services designed to assist children, families and foster youth to participate in activities to fulfill their service plan goals (i.e., on-site child care, transportation assistance, etc.)
- Informal supports and activities designed to enhance family well being (i.e., Support groups, community events, enrichment activities, etc.)

IX. Service Integration

- Collaborate with other agencies involved in the DR implementation to ensure seamless process for clients.
- Attend CFS unit meetings, as agreed upon by Contractor and County, to help foster relationship with CFS staff.
- Collaborate with FRCs and Core Service Agencies located throughout the Southern Region.
- Coordinate case plan with existing CalWORKs, food stamps and employment service plans.
- Assist in filling out the forms and completing the application process for cases where the family has applied for aid programs.
- Provide web and e-mail access, maintenance and technical support.

X. Policies and Procedures

Submit the following policies and procedures to County:

- Incident Reporting Guidelines
- Confidentiality

XI. Data and Evaluation

- Implement and maintain a secure, web-based ETO System to track outcomes and monitor case activities
- Ensure information is current and accurate.
- Work with the CFS, evaluators and other DR service providers in the data collection and evaluation of the DR program.
- Develop, jointly with the County, data and evaluation procedures.

XII. Additional Service Deliverables

- Participate in the DR Workgroup and additional subcommittees as determined jointly by both County and Contractor.
- Participate in the preparation and presentation of information and education forums about DR, through DR Workgroup, System Improvement Plan (SIP) Oversight meetings, community forums or other avenues, in collaboration with the County. Forums shall be held at mutually agreed upon locations, dates, and times, when possible.
- Contractor will conduct a joint needs assessment that includes community input to determine specific needs of the population within the region of service. The decision to conduct needs assessment will be agreed upon by both parties.

County will:

I. Training and Standardized Assessments

- Provide initial and on-going DR training for appropriate County and Contractor staff.
- Train appropriate County and Contractor staff on DR process and MDT.

II. Initial Assessments and Contact

- Assess Child Abuse Hotline referrals for Path One, Path Two, and Path Three response using standardized assessment tools.
- For Path One and Path Two, CCW receives referral from CPS intake unit and convenes an MDT with Contractor's Intake Worker and other staff as determined by Contractor.

III. Case Management

- Perform all case management duties for Path Three referrals.
- A SW will conduct a joint response with Contractor for Path Two referrals. SW will determine risk and Contractor's Case Manager will complete the service needs assessment using FAST tool.

IV. County Community Worker

- Be responsible for hiring, training and supervising CCWs. The CCWs will coordinate and facilitate MDT meetings.

V. Multi-Disciplinary Teams (MDTs)

- Provide Contractor with policies and procedures related to MDTs.

VI. Service Integration

- Provide CCWs to serve and support families that are referred for DR services.

VII. Policies and Procedures

- Provide the following polices and procedures:
 - DR
 - MDTs

VIII. Data and Evaluation

- Develop, distribute and collect Quarterly Customer Service Survey. Compile survey results.

EXHIBIT C

Payment Schedule- Differential Response July 1, 2011 – June 30, 2012

In consideration of the services the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph 3 of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or her designee:

1. County shall pay Contractor monthly for actual expenditures. Costs will not exceed **FOUR HUNDRED AND SEVENTY FOUR THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$474,950); two hundred and twenty five thousand four hundred dollars (\$225,400) for Central region and two hundred and forty nine thousand five hundred and fifty dollars (\$249,550) for South region**, per Fiscal Year. Contractor must provide detailed invoice on a format as specified by the County. Contractor may transfer funds within personnel and operating expenses. Transfer of funds between personnel and operating expenses require the approval of the CFS Program Manager. See Exhibit C1 for the budget for FY 2011-12.
2. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit B. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit D.1.b, c and g.
3. In no event shall the total exceed **FOUR HUNDRED AND SEVENTY FOUR THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$474,950)** for the term of the Agreement.
4. Invoices shall be sent to: Jerry Lindner, Human Services Manager, County of San Mateo, Human Services Agency, 1487 Huntington Avenue, South San Francisco, CA 94080. Payments shall be made within thirty (30) work days upon receipt of Contractor's invoice.
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.

**Difference Response
BUDGET Fiscal Year 2011-12**

PROGRAM EXPENSES			FY 2011-12
Personnel Expenses			
Salaries			195,289
Benefits			25,778
Payroll Taxes			16,795
TOTAL PERSONNEL EXPENSES			237,862
Operating Expenses			
Insurance			
Audit			
Rent			5,342
Utilities			
Phone			2,300
Postage			100
Office Supplies			1,800
Travel			5,100
Staff Development/Training			
Maintenance/Repair			300
Books/Publications			
Printing/Publishing			200
Sub-contractors: Info. Systems			171,062
Capital Expenses			9,005
Other: (Recruitment)			114
Other: (Client Transportation)			
TOTAL OPERATING EXPENSE			195,323
Equipment/Software			
Computer Hardware/Software			
Automobiles			
Furniture			
Rentals			
Other: Info. Systems			
TOTAL EQUIPMENT EXPENSE			
Program Expenses			
A.			
B.			
C.			
TOTAL PROGRAM EXPENSE			
Indirect			41,765
Miscellaneous (specify)			
TOTAL EXPENSES			474,950

**Program Monitoring - Differential Response
July 1, 2011 through June 30, 2012**

PROGRAM MONITORING

1. Contractor agrees to meet the following outcomes:

	Outcomes	FY 2008-11 Goal
a.	For Path 1, Contractor will make contact or attempted face-to-face with families within 10 days of MDT. For Path 2, Contractor will contact the assigned Social Worker to schedule joint response within 24 hours of the MDT.	100% 100%
b.	Contractor will attempt at least three times (must include one home visit or face-to-face, one phone call, one letter) to schedule a face-to-face meeting with Path 1 and 2 families within 30 days of MDT. If unsuccessful in scheduling a face-to-face meeting, cases will be closed.	100%
c.	Percent of engaged families who will have a completed pre-FAST and case plan within 45 days of the MDT.	100%
d.	Percent of Path 1 families engaged in services. Engagement for Path 1 is defined as family has completed a first visit and assessment (FAST) and was provided with at least one referral or linkage to service.	50%
e.	Percent of families engaged in services. Engagement for Path 2 is defined as engaged in case management services.	70%
f.	Percent of engaged families who are connected to community resources that address identified family needs at case closing. Families can be connected by information and referral and have a clear understanding of how they can access that community resource or family can be actively engaged in community services.	95%
g.	Percent of engaged families who have completed a pre and post family assessment and have shown improvement in family functioning as shown by partial or complete attainment of service plan goals.	75%
h.	Absence of re-referrals after 30 days of initial report.	80%
i.	Absence of recurrence of maltreatment within 6 months (substantiated reports)	94%
j.	Satisfaction of parents with quality and effectiveness of services.	80%

2. Contractor will be responsible for submitting 6-month and year-end narrative reports and year-end financial reports.

Quarterly Activity Reports are to be submitted as follows:

October 15, 2011; January 31, 2012; April 15, 2012; July 31, 2012

6-Month reports are to be submitted as follows:

January 31, 2012

Year-end reports and year-end financial reports are to be submitted as follows:

July 31, 2012

Reports will be submitted to: CFS Contract Analyst, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002.

3. Contractor will submit to the CFS Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002, a roster of the Board of Directors and meeting dates with the year-end report.
3. Contractor will submit to the CFS Contract Monitor at 400 Harbor Blvd. Bldg. B., Belmont, CA 94002, a financial audit, as soon as it becomes available.
4. County will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to case management. This site visit will be arranged in advance with StarVista.

**SAN MATEO COUNTY CHILDREN AND FAMILY SERVICES
CONTRACT FOR DIFFERENTIAL RESPONSE CASE MANAGEMENT**

**DIFFERENTIAL RESPONSE - Referral Process
Revised 6/8/2011**

Children & Family Services (CFS) Phone Screener:

1. Receives calls from the public.
2. Gathers referral information including information from additional questions.
 - Screener determines if a referral should be generated, i.e. does the allegation address child maltreatment according to statutory and state operational definitions.
 - Screener determines if the child is in immediate danger.
 - Screener gathers names, locations, telephone numbers, family members, schools children attend.
 - Screener documents reporter information.
 - Screener determines if the report concerns a vulnerable population, i.e. victim child
0-5 years, substance abusing parent, homelessness, chronic neglect, special needs.
 - Screens for prior reports.
 - Screener completes Structured Decision Making (SDM)
3. Inputs referral into CWS/CMS.
4. Screener determines if referral meets DR Criteria:
 - A) Path 1- referral meets the statutory definition of maltreatment but there are no safety issues identified and the risk to the victim child age 0-5 is low. No CWS response.
 - B) Path 2- referral meets the statutory definition of maltreatment and there is an identified concern of safety for the child and the risk to the child is low or moderate and the victim child is aged 0-5.
 - C) Path 3- referral meets the statutory definition of maltreatment and there is a safety issue identified that presents a danger of severe harm to the child.
5. Screener documents path decision in CWS/CMS, Special Projects and sends referral to Regional ER Supervisor for review of path designation, assignment and cross-reports to police as necessary.

Children & Family Services Regional Emergency Response (ER) Supervisor:

1. Receives ER referrals.
2. Reviews path assignments:
 - Reviews referral information
 - Contacts collaterals for information if appropriate
3. If it is concluded that it is a Path 2 situation, determines if joint family response is indicated or if Social Worker will contact child alone first with a joint family response to follow.

Criteria for determining Response Type

Joint Assessment Response:

- Child does not receive proper supervision from a parent, guardian, custodian, or caretaker.
- Child does not receive proper care from a parent, guardian, custodian, or caretaker, such as lack of food, clothing, or shelter.
- Child does not receive proper discipline from a parent, guardian, custodian, or caretaker.
- Child is not provided necessary medical care.
- Child lives in an environment injurious to his/her welfare.
- Child is in need of assistance or placement because he/she has no parent, guardian, or custodian responsible for the juvenile's care or supervision; or
- Child's parent, guardian, or custodian is unable to provide for care or supervision and lacks an appropriate alternative childcare arrangement.

ER Investigative Assessment Response (joint response would follow):

- Parent/caretaker creates or allows to be created a substantial risk of serious physical injury to the juvenile by other than accidental means.
- Parent/caretaker uses or allows to be used upon the juvenile cruel or grossly inappropriate procedures or cruel or grossly inappropriate devices to modify behavior.
- Parent/caretaker commits, permits, or encourages the commission of sexual offense against a child.
- Parent/caretaker creates or allows to be created serious emotional damage to the juvenile.

PATH 1- Community Partner Response

Assessment of the referral is such that there is a low risk of harm to child, but child appears safe. The family, however, may need supportive services to overcome difficult life situations or parenting challenges. The Community Partner helps this family with immediate resources including counseling, parenting classes, and emergency food assistance. Furthermore, the Community Partner continues their contact with the family on a regular basis to ensure engagement of services to resolve the problems and prevent further crisis. Families voluntarily use services.

ER Supervisor confirms/determines referral to be Path 1, closes the referral in CWS/CMS and releases the referral information to CARE.

The Agency Community Liaison will receive the information via CARE and conduct a MDT to assign Path 1 referral.

- MDT will be conducted to share referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

INITIAL CONTACT WITH THE FAMILY

1. Community Partner receives Path 1 referral via MDT:
 1. Receives referral assignments on a flow basis
 2. Reviews information
 3. Determines key issues to explore in initial meeting
 4. Checks school records if accessible
 5. Accesses referral information in CARE database
2. Community Partner calls client to set up home visit within 10 days. If unable to contact the family, Community Partner will make at least 3 attempts in 30 days which will include at least:
 - One phone call to the family
 - One visit to the home (or other face- to- face contact)
 - One letter to the family
3. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.
4. Once contact with the client is made and appointment is set, Community Partner sees client on home visit and engages family using strength-based intervention:
 - Introduces self and clarifies reason for the visit

- Reviews the referral information with the family
- Includes all family members and others living in the home in the discussion whenever possible
- Engages family in assessment process using observation and interviewing skills to gather information
- Completes Assessment Tool and enters the information into the database.
- Assessment will focus on parental capacity but if any safety or risk issues are identified a referral is made back to the child abuse hotline (650 595-7922)

Case Planning and Case Management

1. Develops case plan with family.
 - Invites family members, support persons, Community Partners to participate in the case planning as appropriate
 - Reviews the initial information received in the referral
 - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
 - Establishes specific, measurable, achievable, realistic, time specific goals
 - Clarifies roles and responsibilities

2. Provides case management services for up to a 6 month period.
 - Refers clients to community agencies for appropriate treatment
 - ***Makes appointments and keeps records***
 - Assists in coordinating transportation to appointments, meetings and classes
 - Confers with other agencies or departments regarding needs of individual clients
 - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible

3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters closing summary in database.

MANDATED REPORTER RESPONSIBILITIES

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922.

PATH 2 - Joint Response

Assessment of the referral is such that there is low to moderate risk of harm to child. Staff from the Human Services Agency Children & Family Services and the Community Partner work as a team to assess the family's situation, offer supportive services, and follow-up to help the family. Families are encouraged to use services, but it is voluntary. The Social Worker closes the referral once the risk and safety assessment is completed, and then the Community Partner provides the indicated services. However, if a family situation deteriorates and child is at risk, the Community Partner will call the Children & Family Services hotline and make a new referral.

ER Supervisor confirms/determines referral to be Path 2 and releases the referral information into CARE. A Social Worker is assigned and a determination is made for a joint response with Community Partner staff.

The Agency Community Liaison is notified via CARE and will conduct a MDT with the Community Partner to assign the Path 2 referral.

- MDT will be conducted to share the referral information, including historical information.
- MDT may be conducted through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. Community Partner will obtain the information via the CARE database.

INITIAL CONTACT WITH THE FAMILY

ER Social Worker:

- 1. Reviews referral:**
 - **Confers with CalWORKS staff if case is open to them**
 - Reviews and organizes information
 - Determines key issues to explore in initial meeting
 - Contacts collaterals or background screener for additional information if necessary
2. Depending on circumstances, initiates visit to school to see child alone.
3. Coordinates with Community Partner and calls client to arrange home visit with Community Partner; obtains permission to include Community Partner.
4. Conducts face-to-face assessment in the client's home, Social Worker assessing for risk and safety issues and Community Partner assessing for parental capacity:
 - Introduces self and clarifies reason for the visit. Reviews the referral information with the family
 - Includes all family members and others living in the home in the discussion whenever possible

- Engages family in assessment process using observation and interviewing skills to gather information
5. Completes SDM
 6. If there are no safety issues, risk level is low to medium, and family does not require agency supervision then the Social Worker closes the referral and the Community Partner takes lead in case planning.
 7. Attends case planning meeting with family, Community Partner and collaterals.

COMMUNITY PARTNER:

Community Partner receives Path 2 referral from the Agency Community Liaison following the MDT.

1. Reviews information
 - Determines key issues to explore in initial meeting with Social Worker
 - Checks school records if accessible
 - Accesses referral information in CARE database
2. Once the referral is received, the Community Partner will contact the assigned Social Worker by telephone identifying that they have received the referral within a reasonable amount of time, as agreed upon by both parties.
3. **With Social Worker, conducts face-to-face assessment in the family's home, Social Worker assessing for risk and safety issues and Community Partner assessing for service needs.**
 - Introduces self and clarifies reason for the visit
 - Reviews the referral information with the family
 - Includes all family members and others living in the home in the discussion whenever possible
 - Engages family in assessment process using observation and interviewing skills to gather information
 - If there are risk issues, Social Worker will advise the Community Partner that the referral has become a Path 3 and Differential Response is no longer appropriate
4. If the family is not at home, a second joint home visit will be attempted
5. If the Social Worker is closing the referral the Community Partner will at minimum facilitate:
 - One phone call to the family
 - One letter to the family

6. If there is no contact the Community Partner will complete the assessment tool and enter the closing summary into the database
7. If family is contacted but declines family meeting, Community Partner inputs information into database and closes the case.

Case Planning and Case Management

Community Partner:

1. Develops case plan with family
 - Reviews the initial information received in the referral
 - Reviews the information gathered in the family assessment reflecting the family's perception of their needs
 - Establishes specific, measurable, achievable, realistic, time specific goals
 - Clarifies roles and responsibilities.
 - Case manager duties may be reassigned if needed
2. Provides case management services for up to a 6 month period.
 - Refers clients to community agencies for appropriate treatment
 - Makes appointments and keeps records
 - Assists in coordinating transportation to appointments, meetings and classes
Confers with other agencies or departments regarding needs of individual clients
 - Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
3. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
4. Contacts collaterals about family's progress in services.
5. Inputs info in database about family's progress in services.
6. Completes re-assessment at 90 days and prior to closing case.
7. Conducts case closure review or 90 day reassessment.
8. Completes post assessment and enters the information into the database.
9. Provides closing summary in database.

MANDATED REPORTER RESPONSIBILITIES

Community Partner must report new / suspected allegations of abuse or neglect immediately to the Children & Family Services hotline 650-595-7922

PATH 3 and Referrals that CWS has substantiated Abuse/Neglect

Traditional Child Welfare Response

Assessment of Path 3 referrals is such that there is moderate to high risk of harm to a victim child. This path is most similar to the child welfare system's traditional response. Social Workers will do complete child safety and risk assessment and take immediate action, which may include filing of a petition in Juvenile Court to seek specific court orders, to ensure the safety of the child. Mandatory court ordered services are provided to engage families with solutions to make needed improvements.

It is expected that the majority of these referrals will be handled by the social worker but if the risk and safety issues cannot be substantiated and there is a victim child 0-5 in the home the social worker will refer to Differential Response for follow up services.

In this event the intake supervisor will call the liaison and advise him/her to call for a MDT. The liaisons will be sure the referral gets into the CARE system and the referral would then be handled as a Path 2 (see process above).

For families who do not have a victim child 0-5 years in their home but the allegation of abuse/neglect has been substantiated and CWS is not opening a case to provide services then the family will be referred to Differential Response for case management. In this event the intake supervisor will call the liaison and advise him/her to call for a MDT. The liaisons will be sure the referral gets into the CARE system and the referral would then be handled as a Path 2 (see process above).

Special Situations

Community partners may not decline any referrals. If the Community Partner has concerns about the appropriateness of the referral a second MDT may be requested. The second MDT will be attended at a minimum by the DR Program Manager or a representative, the Intake worker, and the Liaison. If there is agreement that the referral is not appropriate for DR services, CWS will withdraw the referral.

Non- Familial Sex Abuse

Effective 10/24/06, Non- Familial Sex Abuse referrals will not be referred for Differential Response services.

Open Children & Family Services Referrals and Cases

Open Path 3 referrals and open child welfare cases are to be case managed by the Social Worker and are not appropriate for Differential Response

Public Health Nursing

The PHNs attached to CFS Emergency Response units will only be involved at the request of the Social Worker. The CFS PHN case management activities will continue only as long as the referral is open. If further PHN services are required after the CFS referral is closed, the CFS PHN will initiate a PHN referral to field nursing. PHN field nurses provide case management services in homes, clinics and other sites to assist families.

Request by Client to Review Referral

If a client requests to review a referral that was made regarding his/her child, he/she may do so after the CWS/CMS referral and investigation have been closed. The client may call the Child Welfare hotline and request an appointment. He/she will be given a scheduled appointment time to go to the appropriate Regional office to review the referral in person.

Reopening of a Referral by Community Case Manager

If a client initially declines services but contacts the community case manager at a later date requesting services, the referral may be reopened if the request is made 30 days or less from the date the referral was declined. If the request is received more than 30 days after services were declined, the referral will not be reopened and the client will be referred to the nearest Family Resource Center.

Sensitive Referrals in CWS/CMS

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of Children & Family Services or relatives of an employee, the situation may be handled by a neighboring county. In these situations, our Differential Response partners may interface with Social Worker staff from neighboring counties.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the county DR Program Manager who will discuss with the Community Partner Program Manager.

Sensitive Referrals for Community Partners

These referrals are sensitive in nature due to the persons involved therefore, all identifying information is restricted from general viewing. Should the persons involved / being reported be employees of our Community Partners, relatives of an employee HSA staff co-located with the Community Partners, or otherwise known to the community case manager to which the referral is assigned, the following options are available:

1. The concept of “perceived equity” may be followed (the Community Partner Program Manager determines if any uninvolved person would assume that the referral could be handled with equity if assigned to a particular community case manager)
2. The situation may be handled by another DR contractor
3. The referral may be declined for Path 1 or 2.

Community case managers will act with professionalism and will respect the confidentiality of the person being referred. Community case managers are responsible for reporting these referrals to the Community Partner Program Manager as soon as they become known.

These situations must be discussed with the Community Partner Program Manager who will discuss with the DR Program Manager.

Service Extension

Community Partners may, under certain circumstances, provide services for longer than 6 months. These situations will be individually considered and approved/denied by the Community Partner Program Manager.

Differential Response - CASE REVIEW PLAN
Effective 6/8/2011

1) Cases Over 6 months

Cases over 6 months* will be reviewed at Case Review MDTs.

Community DR Partner Case Review MDT Participants	Human Services Agency Case Review MDT Participants
Must include: Program Director and/or Program Manager and/or Intake Supervisor	Must include: DR Program Manager and/or Human Services Manager I
May include: Assigned Case Manager; additional participants as designated by Program Director	May include: DR Liaison and/or CWS Contract Manager; additional participants as designated by DR Program Manager

*using joint visit or first contact date as first day open

DR Liaisons will schedule MDTs with designated MDT participants, to take place following receipt of monthly CARE report. Community Partners will provide referral case records on all cases under review. MDTs may be held at community partner or Agency location.

2) Random Case Review

DR Liaisons will conduct quarterly random review of community partner referral files. DR Liaisons will select 1 referral per community case manager per quarter and will do review in person and in database.

Active referrals will be reviewed for:

- frequency of contact or contact attempts
- case plan if family has been engaged applicable
- evidence of services offered if family has been engaged
- evidence of service needs met if family has been engaged
- presence of pre- assessment if family has been engaged

Closed referrals will be reviewed for:

Engaged:

- frequency of contact
- case plan
- evidence of services offered
- evidence of service needs met, case plan completion
- presence of pre- and post- assessment
- increase/decrease/no change in assessment scores

Not Engaged:

- frequency of contacts or contact attempts
- appropriate closure reason

DR Liaisons will coordinate with community partner Intake Supervisor or schedule available dates and times for in person random reviews with community partner Program Manager or designee. Community partner will be given at least one week notice to prepare (pull cases) for case review. DR Liaison will complete approved DR Case Review Form when conducting reviews.

(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.

Name of 504 Person - Type or Print

StaVista

Name of Contractor(s)-Type or Print

610 Elm Street, Suite 212

Street Address or P.O. Box

San Carlos, CA 94070

City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

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

I. CONTRACTOR INFORMATION

Contractor Name:	StarVista	Phone:	1650-591-9623
Contact Person:	Michael Garb	Fax:	
Address:	610 Elm Street, Suite 212 San Carlos, CA 94070		

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

Exhibit H

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.

FINGERPRINTING CERTIFICATION FORM

Agreement with StarVista

For

Difference Response

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 contractor's employees, assignees and subcontractors or volunteers have contact in accordance with Paragraph 9, Child Abuse Prevention and Reporting, of this Agreement

Name (Signature)

Title

Date