

REPORT

To the Honorable Mayor and City Council
From the City Manager

February 27, 2006

Subject

Agreement with Youth and Family Enrichment Services (YFES)

Recommendation

Approve and Authorize the City Manager to Execute the Agreement between the City of Redwood City as fiscal agent for Redwood City 2020 (RC 2020), and Youth and Family Enrichment Services to support the full implementation of Child Welfare Redesign – Differential Response (DR) in Redwood City.

Background

Redwood City 2020 was awarded \$927,536 over three years (January 2006 through June 2008) from the County of San Mateo – Human Services Agency (HSA) to support the full implementation of Child Welfare Redesign – Differential Response in Redwood City. On January 23, 2006, Council serving as the fiscal agent for Redwood City 2020 approved the Differential Response Agreement with the County of San Mateo – HSA.

RC 2020 will take a leadership role in the Differential Response effort in Redwood City, which includes ongoing city-wide coordination between the Human Services Agency, subcontracted agencies, Fair Oaks Community Center, the Family Centers, the schools, and other community-based service providers. This coordination will ensure service integration, agency and provider communication, and a successful county-community partnership. RC 2020 will also coordinate all DR activities in Redwood City as well as connect DR with other community initiatives.

RC 2020 will be responsible for working with its primary sub-contractor, Youth and Family Enrichment Services, to hire and oversee four Case Managers who will partner with HSA Child Welfare Social Workers. This Agreement is a subcontract for the funds received from the County of San Mateo – Human Services Agency for DR.

Youth and Family Enrichment Services will hire and supervise the four Case Managers in collaboration with RC 2020 staff, assign referrals to Case Managers, coordinate and participate in the implementation of DR policies, and other services described in attached Exhibit A.

Alternative

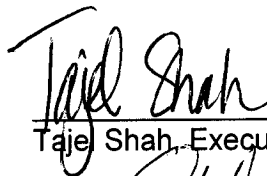
Council may choose not to enter into this Agreement.

Fiscal Impact

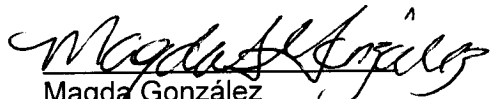
Funding for the program has been granted by the County of San Mateo – Human Services Agency to cover the cost of this Agreement. No City funds will be used for this effort. The City is serving as “fiscal agent” to RC 2020 for funds awarded, therefore this Agreement will not impact City services.



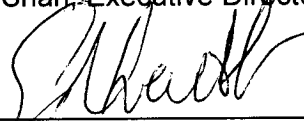
Deanna La Croix, Executive Assistant



Taje Shah, Executive Director, RC 2020



Magda González
Assistant to the City Manager



Edward Everett
City Manager

Attachment:

Agreement with Youth and Family Enrichment Services

**AGREEMENT FOR PROFESSIONAL SERVICES
YOUTH AND FAMILY ENRICHMENT SERVICES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2006, by and between Redwood City 2020, through its fiscal agent the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Youth and Family Enrichment Services ("YFES"), a private non-profit agency ("Consultant") (collectively, the "Parties").

RECITALS

A. City requires the professional services of a private non-profit agency that is experienced in providing a wide array of free and low-cost services to help children, teens and adults meet their critical needs – these include case management, family assessment and counseling services. YFES is experienced in providing case management and mental health services to support the full implementation of Child Welfare Redesign – Differential Response (Differential Response) in Redwood City.

B. Consultant has the necessary experience in providing professional services and advice related to strengthening communities by empowering youth, families and individuals to overcome challenges through counseling, education and residential services.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon January 1, 2006 and shall expire upon June 30, 2006. Approval of funds for fiscal year 2006-2007 and 2007-2008 will be subject to the revision and renewal of the scope of

work and project description and will be negotiated and reflected in the form of a new Agreement for all future years of funding.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" hereof, attached hereto and by this reference incorporated herein; provided, that City will grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. The total fee payable for the Services to be performed during the initial term of this Agreement will be one hundred fifty-four thousand, two hundred and four dollars (\$154,204.00). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A."

Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City. Incremental payments, if applicable, should be made as outlined in attached Exhibit "A."

7. Status of Consultant. Consultant will perform the Services in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Consultant.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

11. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-V."

11.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required

insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

11.2. Additional Provisions. Consultant will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

11.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers and employees will be named as additional insureds.

11.2.2 Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

11.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

11.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are

due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

11.7 Reduction in Coverage/Material Changes. Consultant will notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership Of Documents. All work product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the work product for Consultant's records.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

Redwood City 2020
750 Bradford Street
Redwood City, CA 94063
(650) 423-2217
Attn: Executive Director

For Consultant:

Youth and Family Enrichment Services
610 Elm Street, Suite 212
San Carlos, CA 94070
(650) 591-9623
Attn: Bob Rybicki

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement

for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: REDWOOD CITY 2020, through its fiscal agent the
CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

CONSULTANT: Youth and Family Enrichment Services
610 Elm Street, Suite 212
San Carlos, CA 94070

*By: _____

**By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT A
Program/Project Description

Differential Response
JANUARY 1, 2006 THROUGH JUNE 30, 2008

Contractor will provide, to the satisfaction of Redwood City 2020 or his designee, services in connection with the specified Differential Response (DR) services, as described in Attachment I, to Path One and Path Two families in Redwood City as follows:

I. Training and Standardized Assessments

Determine the appropriate staff to attend the training, including but not limited to, Case Managers, Program Director, supervisors, managers and multi-disciplinary team members.

II. Initial Assessments and Contact

1. Path One - Contractor's Project Manager shall meet with County Community Worker (CCW) through a Multi-Disciplinary Team (MDT) process, to jointly identify families to be served. Program Director shall determine the assignment of referrals to Case Managers. Case Manager will engage family and assess for service needs using FAST.

2. For Path Two, County Social Worker (SW) contacts Program Director who assigns the case to a Case Manager. SW and Case Manager conduct an MDT and joint response. The SW will assess for risk using Comprehensive Assessment Tool (CAT). Case Manager will engage family and assess for service needs using FAST.

III. Case Management

1. Path One Referrals,
 - Develop service plan and assume all case management duties.
 - Assess families' services needs using Family Assessment Screening Tool (FAST).
 - Track and monitor cases activities through the life of a case and case closure using the web-based Community Approach to Relating and Engaging with Families (CARE) tracking system.
 - Follow DR process as delineated in Attachment I.
 - Re-refer cases to Child Protective Services (CPS) Hotline, as appropriate.
2. Path Two Referrals,
 - Visit the client in a joint response with SW. SW will assess risk using CAT.

- Assess families' service needs and develop service plan using FAST.
- Track and monitor cases activities through the life of a case and case closure using the web-based CARE tracking system.
- Follow DR process as delineated in Attachment I.
- If determined to be a Path Three, Case Manager will close the case and SW will develop the case plan and assume case management duties.

IV. Case Manager

Case Manager - the primary service coordinator for families assessed to receive non-County services. The Contractor shall supervise and train the Case Managers to work with children and families. Case Managers will be placed at Family Resource Centers and schools within the Redwood City School District and Sequoia Union High School District and co-managed by Redwood City 2020 staff and Contractor Program Director. Case Managers shall perform the following activities, including but not limited to:

- Complete all County-provided training related to DR, as determined by the County, such as the Community Worker curriculum, DR process, FAST, CARE, MDT and Mandated Reporter Training (MRT).
- Participate in on-going training activities, as required by the County.
- Conduct standardized Path One family assessments using pre-FAST that includes safety, risk, and protective capacity. As indicated, develop service plans through the use of strength-based assessment tools that identify family strengths and needs.
- 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 CAT, and develop service plans as indicated and described above.
- Provide services to a caseload of no more than 20 cases per Case Manager.
- Engage families in services through a strength-based working relationship by meeting with families in their homes whenever possible.
- Identify, establish, and link families to services and resources including on-site services as well as neighborhood-based services.
- Provide family support through home visitation 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.).
- Conduct periodic reassessments and service plan updates as indicated.
- Consult with other Family Resource Center (FRC) staff when clinical expertise is needed in development of service plans.
- Close cases as appropriate, conducting post-FAST at time of closure.
- Assist in coordinating transportation to appointments, meetings, and classes.
- Participate in regular MDTs, Family Self Sufficiency Team (FSST) meetings, individual supervision sessions and other meetings as appropriate.
- Identify and invite additional parties to FSSTs.

- Participate in community outreach activities
- Maintain up-to-date case records in CARE system.
- Develop and maintain case files in CARE system containing assessment information, case plan, and record of contacts with clients.
- Perform other duties as assigned.

V. Administration of Case Manager

Be responsible for administrative services related to recruiting and training four (4) Case Managers to meet DR demands. Administrative services shall include:

- Approving and signing timecards, leave, sick, etc.
- Conducting performance evaluation.
- Providing coaching, mentoring and supervision.
- Identifying training needs and providing necessary training.

VI. Multi-Disciplinary Teams (MDT)

Assemble an FSST jointly with County, as appropriate, to review and provide input to the case manager concerning family service plans. The FSST may be comprised of professionals with individual expertise in public health nursing, family counseling, alcohol and drug abuse, CalWORKS, child welfare, and child development.

VII. Supervision

1. Be responsible for developing, implementing, and maintaining program operations in collaboration with Redwood City 2020 and the FRCs in accordance with the requirements of this Agreement.
2. Be responsible for ensuring compliance with all policies.
3. Prepare, administer and monitor the program budget to ensure the accomplishment of program and service objectives within budget restrictions.
4. Hire, train and supervise the Program Director and the four (4) Case Managers.

Program Director will:

- o Supervise the four (4) Case Managers in collaboration with Redwood City 2020 staff, and will be responsible for reviewing Path One and Path Two referrals and service plans.
- o Assign referrals to Case Managers.
- o Coordinate and participate in the implementation of differential response, its goals, objectives, policies, and procedures.
- o Ensure cases are up-to-date: case information is current to ensure validity and accuracy of reports.
- o Participate in the evaluation of the effectiveness of DR.
- o 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.
- Work collaboratively and maintain an effective working relationship with HSA, FRCs, Redwood City 2020, public and private organizations, and the community.
- Act as advocate and spokesperson in the community in support of DR programs and services.
- Attend Redwood City 2020 and HSA Differential Response meetings and provide updates on program progress.

VIII. 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, Volunteers, Supervisors, Clerical staff, Home Visitors, Team Leaders, and Program Managers

IX. Community and Facility Capacity

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

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

- Alcohol and Drug Treatment and Counseling
- Mental Health Services
- Domestic Violence Services
- CalWORKs, 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.)

X. Service Integration

1. Coordinate case plan with existing CalWORKS, food stamps and employment service plans.
2. Assist in filling-out the forms and completing the application process for cases where the family has applied for Aid programs.
3. Provide web and e-mail access, maintenance and technical support.

XI. Policies and Procedures

Submit the following policies and procedures to County:

- Incident Reporting Guidelines
- Confidentiality

XII. Data and Evaluation

1. Ensure data in CARE System is current and accurate.
2. Develop, jointly with the County, data and evaluation procedures.
3. Participate in Quarterly Customer Service Survey as determined by the County.

XIII. Additional Service Deliverables

1. Participate in the DR Steering Committee, Breakthrough Series Collaborative, and additional subcommittees as determined jointly by both County and Contractor.
2. Participate in the preparation and presentation of information and education forums for Redwood City area about DR, through DR Steering Committee, 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 and dates and times, when possible.
3. Support County foster parent recruitment and support in the Redwood City area through activities identified and agreed upon jointly between the Contractor and County.
4. Respond to all referrals. If referrals exceed capacity, Contractor will notify County to discuss.
5. Service plans will be determined on a case-by-case basis and will provide appropriate services as itemized in Attachment I.

ATTACHMENT I

DIFFERENTIAL RESPONSE REFERRAL PROCESS

I. SCREENING AND PATH ASSIGNMENT

A. Children and Families Services (CFS) Phone Screener:

1. Receives calls from the public.
2. Gathers referral information including information from additional questions.
 - a) Screener determines if a referral should be generated, i.e. does the allegation address child maltreatment according to statutory and state operational definitions.
 - b) Screener determines if the child is in immediate danger.
 - c) Screener gathers names, locations, telephone numbers, family members, schools children attend.
 - d) Screener documents reporter information.
 - e) Screener determines if the report concerns a vulnerable population, i.e. child 0-5 years, substance abusing parent, homelessness, chronic neglect, special needs.
 - f) Screens for prior reports.
 - g) Screener completes Comprehensive Assessment Tool (CAT)
3. Inputs referral into CWS/CMS.
4. Assigns path to referral. Documents path decision in CWS/CMS, Special Projects.
 - a) Path One- referral meets the statutory definition of maltreatment but there are no safety issues identified and the risk to the child is low.
 - b) Path Two- 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.
 - c) Path Three- referral meets the statutory definition of maltreatment and there is a safety issue identified that presents a danger of severe harm to the child.
 - d) Evaluates out.
5. Sends referral to Regional ER Supervisor for assignment and cross-reports to police as necessary.

B. CFS Emergency Response (ER) Supervisor:

1. Receives ER referrals.
2. Reviews path assignments:
 - a) Reviews referral information
 - b) Contacts collaterals for information if appropriate

3. 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 child care 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.

4. If ER Supervisor determines referral to be Path One, Supervisor closes the referral in CWS/CMS and sends the referral information to:

The Agency Liaison Community Worker who will conduct a MDT to assign Path One referral.

- a) Meeting may be done through teleconferencing but must occur at a formal time specifically scheduled to conduct the MDT. FRC staff will obtain the information via the CARE database.
- b) MDT will be conducted to share referral information and to determine whether FRC Community Worker or Public Health Nurse will provide response.

5. If ER Supervisor determines referral to be Path Two, a Social Worker is assigned and a determination is made for a joint response with FRC staff. The meeting/conference between the Social Worker and the FRC representative(s) will constitute a MDT thus allowing for the sharing of referral information.
 - a) Meeting may be done through teleconferencing but must occur at a formal time specifically scheduled to conduct a MDT.
6. Assigns Path Three referral to ER Social Worker for immediate response.

II. INITIAL CONTACT WITH THE FAMILY-Path One

A. - Community Partner/PHN Response:

1. Community Partner/PHN receives Path One referral via MDT:
 - a) Receives referral assignments on a flow basis
 - b) Reviews information
 - c) Determines key issues to explore in initial meeting
 - d) Checks school records if accessible
 - e) Accesses referral information in CARE database
2. Community Partner/PHN calls client to set up home visit within 10 days. If unable to contact the family, community partner/PHN will make at least 3 attempts in 30 days which will include at least:
 - a) One phone call to the parent
 - b) One visit to the home (or other face- to- face contact)
 - c) One letter to the client
3. If family is contacted but declines family meeting, Community Partner/PHN inputs info into CARE database.
4. Once contact with the client is made and appointment is set, Community Partner/PHN sees client on home visit and engages family using strength-based intervention:
 - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family
 - b) Includes all family members and others living in the home in the discussion whenever possible
 - c) Engages family in assessment process using observation and interviewing skills to gather information
 - d) Completes Family Assessment Scale Tool (FAST)
 - e) 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)
5. If necessary, Community Partner/PHN initiates follow-up face-to-face visit with family in home or in office to complete assessment.

III Case Planning and Case Management-Path One (Community Response)

A. - Community Partner/PHN:

- 1 Community Partner/PHN schedules case planning meeting within one week of completed assessment. Case planning meeting will include FRC Team and other service providers as needed.
- 2 Develops case plan with family and Case Planning Team. If appropriate, sets up FSST to assist in developing case plan.
 - a) Invites family members, support persons, Community Partners to participate in the case planning as appropriate
 - b) Reviews the initial information received in the referral
 - c) Reviews the information gathered in the family assessment reflecting the family's perception of their needs
 - d) Establishes specific, measurable, achievable, realistic, time specific goals
 - e) Clarifies roles and responsibilities
- 3 Provides case management services for a 30-90 day period.
 - a) Refers clients to community agencies for appropriate treatment
 - b) Makes appointments and keeps records
 - c) Transports or escorts adults, adolescents or children receiving services to community agencies as needed
 - d) Confers with other agencies or departments regarding needs of individual clients
 - e) Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
- 4 Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
- 5 Contacts collaterals about client's progress in services.
- 6 Inputs info in CARE database about client's progress in services.
- 7 Makes new referral to hotline if allegations of abuse or neglect arise.
- 8 Completes re-assessment at 90 days or prior to closing case.
- 9 Conducts case closure review or 90 day reassessment with FRC Team.
- 9 Provides closure summary in CARE database.

IV INITIAL CONTACT WITH THE FAMILY -PATH TWO (JOINT RESPONSE)

A. ER Social Worker:

1. Reviews referral:
 - a) Confers with CalWORKS staff if case is open to them
 - b) Reviews and organizes information
 - c) Determines key issues to explore in initial meeting
 - d) 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/PHN/Benefits Analyst and calls client to arrange home visit with community partner/PHN/Benefits Analyst; obtains permission to include community partner/PHN/Benefits Analyst.
4. Conducts face-to-face assessment in the client's home, Social Worker assessing for risk and safety issues and Community Partner/PHN assessing for parental capacity:
 - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family
 - b) Includes all family members and others living in the home in the discussion whenever possible
 - c) Engages family in assessment process using observation and interviewing skills to gather information
5. Completes CAT.
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.
If there are risk issues, Social Worker can provide 30 days of ER services, open a voluntary case, file petition in court.
6. Attends case planning meeting with family, Community Partner and collaterals.

B. COMMUNITY PARTNER (FRC CW/PHN):

Community Partner/PHN receives Path Two referral from the ER Social Worker. The meeting/conference between the Social Worker and the FRC representative(s) will constitute a MDT.

1. Reviews information
 - a) Determines key issues to explore in initial meeting with Social Worker
 - b) Checks school records if accessible
 - c) Accesses referral information in CARE database
2. With Social Worker, conducts face-to-face assessment in the family's home, Social Worker assessing for risk and safety issues and Community Partner/PHN assessing for parental capacity.
 - a) Introduces self and clarifies reason for the visit. Reviews the referral information with the family

- b) Includes all family members and others living in the home in the discussion whenever possible
 - c) Engages family in assessment process using observation and interviewing skills to gather information
3. Initiates follow-up face-to-face visit with family in home or in office if necessary.
4. Completes FAST

V Case Planning and Case Management-Path Two (Joint Response)

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| A. - Community Partner/PHN: |
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- 1 Schedules case planning meeting to follow FSST within one week of completed assessment. Case planning meeting will include identified service providers as needed.
2. Develops case plan with family and FSST Team if appropriate.
 - a) Invites family members, support persons, Community Partners to participate in the case planning as appropriate
 - b) Reviews the initial information received in the referral
 - c) Reviews the information gathered in the family assessment reflecting the family's perception of their needs
 - d) Establishes specific, measurable, achievable, realistic, time specific goals
 - e) Clarifies roles and responsibilities. Case manager duties may be reassigned if needed
3. Provides case management services for a 30-90 day period.
 - a) Refers clients to community agencies for appropriate treatment
 - b) Makes appointments and keeps records
 - c) Transports or escorts adults, adolescents or children receiving services to community agencies as needed
 - d) Confers with other agencies or departments regarding needs of individual clients
 - e) Develops immediate solutions to emergency problems and expedites delivery of needed services if possible
4. Has weekly contact with the family, with face- to- face contact a minimum of twice monthly.
5. Contacts collaterals about client's progress in services.
6. Inputs info in CARE database about client's progress in services.
7. Makes new referral to hotline if allegations of abuse or neglect arise.

8. Completes assessment at 90 days or prior to closing case.
9. Conducts case closure review or 90 day reassessment with FRC Team.
10. Completes FAST
11. Provides closure summary in CARE database

PATH THREE

ER WORKER:

- 1) Receives Path Three referral and cross-reports to police.
- 2) Conducts in-person investigation of child and family with police. If there are risk issues that are substantiated and continue to exist, the Social Worker can provide 30 days of ER services, open a voluntary case, file petition in court.
- 3) If risk issues cannot be substantiated discusses Differential Response options with client and obtains permission to set a meeting with a community partner. Referral continues as a Path Two (see process above).