# AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SERVICE LEAGUE OF SAN MATEO COUNTY

This Agreement entered this	of	2002, by and between the COUNTY
OF SAN MATEO a political su	bdivision of the	State of California, hereinafter called "COUNTY" and
SERVICE LEAGUE OF SAN MA	<b>ATEO COUNTY</b>	hereinafter called "CONTRACTOR."

#### WITNESSETH:

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as inmate services within the County's detention facilities described in this agreement; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof; and

#### NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. <u>Services to be performed by Contractor</u>. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A.

#### 2. Payments.

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$575,261.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit A. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Sheriff or his designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eight (180) days after the date Contractor renders the services, or more than ninety days after this Agreement terminates, whichever is earlier.
- 3. Relationship of the Parties. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of a Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.
- 4. <u>Non-Assignability</u>. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. 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, 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 whomever belonging, (C) any other loss or cost, including but not limited to, 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 the 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.

6. <u>Insurance</u>. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo. 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 County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

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 cancelled, 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.

A. Worker's Compensation and Employer Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' 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 this work of the Agreement.

B. <u>Liability Insurance</u>. 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 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 operations under this Agreement, whether such operations be by 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:

(1) Comprehensive General Liability	\$ <u>1,000,000</u>
(2) Motor Vehicle Liability Insurance	\$ <u>1,000,000</u>
(3) Professional Liability	\$ 1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. Non-discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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 paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) 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 its response to the Complaint when filed.

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.

8. Records. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate

audit agencies upon reasonable notice, access to and the right to examine and audit 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.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

9. <u>Compliance with Applicable Laws</u>. 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, 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.

#### 10. Interpretation and Enforcement.

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:
  - In the case of County, to:
     San Mateo County Sheriff's Office Don Horsley, Sheriff
     400 County Center
     Redwood City, CA 94063

Or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Service League of San Mateo County Elizabeth Gheleta, Director 727 Middlefield Road Redwood City, CA 94063

- B. <u>Controlling Law</u>. 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.
- 11. <u>Merger Clause</u>. This Agreement, including Exhibit A, Attachment I (and II) 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 the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

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IN WITNESS WHEREOF, the parties hereto, by their hands.	heir duly authorized representatives, have affixed
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	COUNTY OF SAN MATEO A Political Sub-division of the
	State of California
	By:
	Jerry Hill, President Board of Supervisors, County of San Mateo
	Date:
ATTEST:	
77.125.1	
Clerk of the Board of Supervisors, County of San Mateo	
Date:	
	SERVICE LEAGUE OF SAN MATEO COUNTY
	66.11 N MOI-
	By: Marchet K. Ghella
	Date: 7-22-02
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#### EXHIBIT A

# Agreement between County of San Mateo and Service League of San Mateo County

#### INMATE PROGRAM SERVICES.

- A. Contractor will provide inmate services at the Maguire Correctional Facility (MCF), Men's Correctional Center (MCC), Medium Security Facility (MSF), and the Women's Correctional Center (WCC) Monday through Friday.
  - (1) Direct services:
    - Provide orientation two (2) days per week [Mondays and Thursdays] for new inmates regarding programs, assistance and jail procedures.
    - Contact with attorneys, families, probation officers and employers.
    - Communicating pertinent information from family members to inmates, regarding emergency and crisis situations.
    - Liaison with the San Mateo County Department of Child Support Services regarding child support issues.
    - Distribution of Penal Code Section 1381 related forms, Sheriff's Work Program requests, County parole applications, etc.
    - Inform medical and custody staff of individual situations.
    - Assist medical and mental health staff, as requested, for inmates who are highly stressed, suicidal, or physically ill.
    - Expediting inmate enrollment and applications to CHOICES and educational programs.
    - Verification of court appearances and release dates.
    - Arranging for the release of property to family members.
    - Spanish language services for non-English speaking inmates.
  - (2) Indirect [social services] services:
    - Develop a supportive network with departments, agencies, substance abuse treatment programs and other organizations to service inmate requests.
    - Training guidance and support for volunteers involved in the Inmate Message Request Program.
  - (3) Inmate Program Services [Volunteers] consists of recruitment, clearance, orientation, and supervision of volunteers who provide tutoring, counseling, and supportive group activities. Such services include but are not limited to:
    - AA and NA All facilities
    - Substance abuse counselors and intake personnel for After-Release
       Programs, including Treatment Readiness Counseling at WCC.
    - Literacy (Project READ) provide volunteers willing to work in jail setting
    - ESL (English as a Second Language) MCF [6 East and 6 West]

- G.E.D. Tutoring MCF
- Motivational counseling
- Mediation services and workshops
- Ethnic-specific counseling and referral for Asian/Pacific Island population, Hispanics, and others.
- Assistance with individual inmate request messages, etc.
- (4) Inmate release services which include assistance regarding release needs, re-entry counseling, letters of identification and emergency assistance, i.e., transportation, food, lodging, and referral to support services.
- (5) Jury clothing services provide appropriate clothing for inmates appearing before juries. Contractor measures inmates for size and fit. If a trial runs for several weeks, several changes of clothing will be provided as well as laundry of shirts, etc.
- (6) Various denominational chaplaincy services which shall include but not be limited to meeting with inmates during times of personal crisis, providing religious services for inmates, conducting pre-marital interviews and marriage services, and coordinating visits/services from representatives of various organizations.
- (7) Childcare services for individuals visiting inmates at MCF, covering the most needed times, which include Tuesday, Wednesday and Thursday evenings until 10 p.m. and Saturday and Sunday afternoons 12 p.m. to 4 p.m.
- (8) Bus tickets for indigent inmates upon release.
- (9) Purchase of holiday decorations, cards and postage for use by inmates. [Contractor shall assume full responsibility for assuring safety via fireproofing.]
- (10) Distribution of cards to inmates and mailing them. Inmates shall also be provided greeting cards and postage appropriate for other occasions. Cards to be purchased or obtained through donation and stamps to be purchased.

#### 2. FATHERS & FAMILIES LITERACY PROGRAM.

- A. Contractor will administer the *FATHERS [Fathers As Teachers: Helping Encouraging Reading Supporting] and FAMILIES Literacy Program* to inmates at MCF. The objective of the Program is to interrupt the cycles of both incarceration and poor literacy by making inmates aware of their responsibility as fathers and father figures to break both cycles. The Program has been designed to accommodate the particular population of incarcerated fathers at MCF.
  - (1) Contractor will carry out the following activities to address the objectives of the Program:
    - Implement six [6] series of eight-week FATHERS curriculum at the Maguire Correctional Facility. The lessons will be taught in 1 ½ hour segments and utilize Families for Literacy educational materials.
    - 8-12 participants per series will be involved in the FATHERS training, which would allow for individual attention required by inmates, as most have not been in a classroom setting for many years.
    - For basis of measuring results, basic literacy testing prior to entering class, at intervals during the cycle, as well as after leaving the Program will be conducted. Testing will be done with instruments generally accepted and

- approved by educators and will be administered by persons trained in their use by Project Read.
- Progress will be rewarded with gift books, which the participant can send to his child through the FATHERS Literacy Program.
- (2) Contractor will implement Program by the following:
  - Enter into a contract with the Notre Dame Americorps Program in order to place one [1] Americorps intern for staffing 30 hours per week.
  - Provide additional training, supervision and support to interns from Service League Correctional Services Director and the Facilities Program Coordinator assigned to the Program.
  - Provide interns with additional training by Redwood City Library's Project Read [Adult Literacy Program of San Mateo County].
  - Schedule, identify and recruit inmates most appropriate to participate.
  - Send inmate applications to Classification for screening and approval prior to their participation in the Program.
  - Provide progress reports to the Sheriff's Inmate Welfare Oversight Committee.

#### 3. LAW LIBRARY SERVICES.

- A. Contractor will provide law library type services and related library materials to inmates at MCF, MCC, MSF, WCC and WHC. At a minimum, these services will include the following:
  - (1) Provide services of a full-time Librarian [40 hrs/week].
  - (2) Provide a part-time Assistant Librarian [30 hrs/week], who will assure the recreational library services and needs of the WCC, MCC and MSF are covered. Assistant Librarian will cover the duties of the Facilities Librarian in cases of illness and/or vacation.
  - (3) Provide year-round law library supervision and assistance to inmates. Supervision includes regulating time and use of resources among inmates and ensuring that inmates, especially pro pers, are provided with timely access to law library materials, legal research and photocopying of legal materials.
  - (4) Process inmate requests for reading materials while screening-out pornography, fraud and other material in relation to illegal activities.
  - (5) Maintain book carts and deliver appropriate material to inmates.
  - (6) Provide written responses to inmate grievances, regarding recreational and law library services.
  - (7) Purchase reading material, which is determined by inmate requests, level of literacy, reading language, and general interest.
  - (8) Purchase special interest materials, i.e., resumes, employment preparation, anger management, parenting, etc. as well as periodical subscriptions and foreign language publications.
  - (9) Provide special needs reading material such as remedial reading materials for illiterate English and non-English speakers, children's books for inmates with contact visitation privileges, dictionaries and appropriate learning materials for

participants in the GED Program, "Life-Change" literature to participants in the CHOICES Program.

- B. Library hours may be extended into the evening to accommodate inmates who have returned from court and need law library access.
- C. The Jail staff retains the right to review and reject books, videos and other materials in the libraries for appropriateness.
  - (1) Employees of Contractor shall adhere to all applicable policies and procedures of the MCF and the San Mateo County Sheriff's Office.

#### 2. AMOUNT AND METHOD OF PAYMENT.

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Inmate Program Services	408,430
FATHERS Program	\$15,000
Library Services	135,261
Services Total:	\$ <i>558,691</i>
Program Supplies	\$16,570
CONTRACT TOTAL:	\$ <i>575,261</i>

- B. All monies used to pay Contractor for services provided in this Agreement shall be taken from the Inmate Welfare Fund.
- C. Contractor shall assume full responsibility for payment to sub-contractors. Contractor shall assume full responsibility for filing of any payroll or earnings reports to both state and federal agencies.
- D. Contractor shall submit a monthly invoice totaling 1/12 or \$46,557.58 of this Agreement's "Services Total," in compliance with the policies and procedures established by the Inmate Welfare Committee and Controller. Contractor will also include in invoice the total for supplies provided that month, which shall be invoiced to County at Contractor's actual retail costs. In any event, the total amount for services and supplies of Contractor shall not exceed \$575,261.
- E. County will verify the amount of the invoices and pay Contractor accordingly. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- F. Contractor shall submit final bill within 90 days from expiration of this Agreement to the MCF Administrative Lieutenant or his/her designee.

# **Fax Cover Sheet**



Ginger L. Balkus, Management Analyst San Mateo County Sheriff's Office 400 County Center Redwood City, CA 94063 Phone (650) 363-7819 Fax (650) 599-1023

Send to: Priscilla Morse Risk Manager	Date: 8/8/2002				
Fax: 363-4610	Total pages, including cover: 3				
Phone:	RE: Contractor's Insura	nce Requirements			
☐ Urgent ☐ Reply ASAP ☐ Please con	ment	☐ For your information			
Contractor's Name: Service League of San  Do they travel: Yes No If yes, who	Contractor's Name: Service League of San Mateo County				
Do they haver. Yes No If yes, whi	u percent of time:				
Number of Employees:					
Duties: Provide various services to inmates in the County's detention facilities.					
COVERAGEA	mount Approve	Waive Modify			
Comprehensive General Liability	m				
Motor Vehicle Liability 8	m				
Professional Liability # [	m				
Worker's Compensation Statutory					

#### Comments:

Please review the following insurance certificate. Thank you.

Signature of Risk Manager

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	X COMMERCIAL GENERAL LIABILITY		1		FIRE DAMAGE (Any one fire)	\$200,000
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P.O. BOX 807, SAN FRANCISCO,CA: 94101-0807

# CERTIFICATE OF WORKERS COMPENSATION INSURANCE

SSUE DATE IN 1401-01

POLICY NUMBER: 0431188 01

SAN MATED COUNTY

(NMATE WELFARE FUND

HALL OF JUSTICE: SRD-FLOOR
REDWOOD CITY CA 94063

the is to certify that we have issued a valid Workers Compensation insurance policy in a norm approved by the California insurance commissioner to the employer named pelow for the policy period indicated.

trinis policy is not subject to cancellation of the Fund, except upon no days, advance written notice to the employer

We will also one you yo days, advance not ce should this policy be cancelled prior to its normal expiration.

The cartificate of insurance is not ar insurance colleg and does not amend extend or alter the coverage alterded by the policies is tell herein. Notwiths and any requirement, term, or condition of any contract or other document term, or condition of any contract or other document that is a visit of the insurance may be issued or may pertain the insurance of order to the may be issued or may pertain the insurance of order to the may be insurance of such policies.

PRESIDENT

EMPLOYER STETABLE ITY LIMIT INCLUDING DEFENSE COSTS \$1,000,000.00 PER OCCURRENCE

EMPLOYER

LEGAL NAME

SERVICE LEAGUE OF SAN MATEO 727 M ODLEFIELD RD REDWOOD CITY CA 94063 SERVICE LEAGUE OF SAN MATEO (A NON-PROFIT CORP

PRINTED: 10-19-01

### COUNTY OF SAN MATEO

# **Equal Benefits Compliance Declaration Form**

l Vendor Identification		
Name of Contractor:	Service League of San Ma	teo County
Contact Person:	Elizabeth Gheleta, Executi	ve Director
Address:	727 Middlefield Road	
. *	Redwood City, CA 94063	
Phone Number:	(650) 364-4664	Fax Number:
II Employees		*
Does the Contractor have a	ny employees?Yes	_ No
	e benefits to spouses of employees	? Yes No
* If the answer	to one or both of the above is No,	please skip to Section IV.*
III Equal Benefits Complian	ce (Check one)	
	complies by offering equal benefits uses and its employees with domes	- · · · · · · · · · · · · · · · · · · ·
Yes, the Contractor of lieu of equal benefits		ent payment to eligible employees in
☐ No, the Contractor of	loes not comply.	
☐ The Contractor is unexpires on (date)	der a collective bargaining agreeme	ent which began on (date) and
IV Declaration		
· · · · · · · · · · · · · · · · · · ·	erjury under the laws of the State o orrect, and that I am authorized to	f California that the foregoing is true pind this entity contractually.
Executed this day of July	, 20 <u>02</u> at <i>REDWOOD</i> (	ett/ , <u>CA</u>
Andre W. Signature	Thelete (City)	(State) <u>ELIZABETH K. GHELET</u> Name (Please Print)
EXECUTIVE DI	RECTOR	94-166/885
Title		ntractor Tax Identification Number