AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE PENINSULA LIBRARY SYSTEM

THIS AGREEMENT, entered into this _____ day of ______, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Library System, hereinafter called "Contractor";

<u>WITNESSETH</u>:

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 operation of a centralized information and referral system;

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Description of Services Exhibit B—Payment Schedule

Exhibit C – Program Monitoring

Exhibit D – Equal Benefits Compliance Form

Attachment I-\$504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

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," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred Seventy Eight Thousand and Eight Hundred and Seventy Three Dollars, \$378,873.00.

4. <u>Term and Termination.</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2004 through June 30, 2006.

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

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

5. Availability of Funds.

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

6. Relationship of Parties.

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

7. <u>Hold Harmless.</u>

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) <u>Worker's Compensation and Employer's Liability Insurance.</u> 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) <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/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.

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In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- 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. <u>Retention of Records, Right to Monitor and Audit.</u>

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. <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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Madelyn Martin, Deputy Director Human Services Agency 400 Harbor Boulevard, Bldg. C Belmont, CA 94002 650-595-7544

In the case of Contractor, to:

Gail MacPartland, Program Manager Peninsula Library Systems 2471 Flores Street San Mateo, CA 94403 650-358-6721 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____ President, Board of Supervisors

Date:

ATTEST:

By:____ Clerk of Said Board

Peninsula Library Systems

Contractor's Signature

Date: June 15, 2004

EXHIBIT A

DESCRIPTION OF SERVICES PENINSULA LIBRARY SYSTEM July 1, 2004 through June 30, 2006

In consideration of the payments set forth in Exhibit "B", Contractor shall provide services as itemized below.

Contractor will maintain a centralized information and referral support service, which includes, but is not limited to:

- Information management services for the database of San Mateo County social services and community-based resources.
- 2. Acceptance of telephone calls transferred by the County operator on human services related questions.
- 3. Telephone resource referral for staff of County departments, other public agencies, nonprofit agencies, schools and individuals.
- 4. Publication and distribution at least quarterly of the Resource Bulletin in electronic format.
- 5. Providing printouts, mailing labels or email address lists tailored to fit individual information needs of County.
- 6. Orientation and training for new or reassigned staff from County departments, and other city, state, federal and nonprofit human service agencies and schools.
- 7. Attendance at appropriate meetings as designated by the County.
- 8. Determining content, updating and preparing material, including editing, and arranging for printing of a comprehensive handbook of key human resources in San Mateo County (in English and Spanish).
- 9. Plan, develop and implement user education to train Human Services Agency staff on finding, accessing and assessing online community-based information.
- 10. Improve database to ensure optimum accessibility for HSA staff, nonprofits and the individuals.
- 11. Assist in assessment, planning, design and pilot community-based resource tools in connection with the Human Services Agency Child Welfare Redesign.
- 12. Will work in collaboration with Human Services Agency Business Systems Group to conduct a feasibility study to explore sharing GIS mapping capabilities.

Contractors Outcome Based Management Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency's (HSA) Outcome Based Management Responsibilities:

- Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- Conduct review of performance and outcome information.

EXHIBIT B

PAYMENT SCHEDULE

Peninsula Library System July 1, 2004 through June 30, 2006

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Maximum Amount

The maximum amount of this Agreement shall not exceed \$378,873.

Rate of Payment

Payments shall be made upon approval of invoices, and in full consideration of the services provided by the Contractor, listed in Exhibit A, County shall make eight quarterly payments as listed below:

July – September 30, 2004 October – December 31, 2004 January – March 30, 2005 April – June 30, 2005 July – September 30, 2005 October – December 31, 2005 January – March 30, 2006 April – June 30, 2006

Total

\$378,873.00

47,359.13 47,359.13 ,359.13

359.13

359.12

359.12

359 12

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In addition to the payment set forth herein, County will provide telephone cost and building space to support the activities set forth in Exhibit A as in-kind resources. The County will designate the space provided to the Contractor.

Program Monitoring PENINSULA LIBRARY SYSTEM

Quarterly reports, including statistics for numbers of people served, will be provided by Contractor to Contract Monitor, reporting on the services provided under the contract during each quarter. The reports will be reviewed for compliance with contract provisions.

	CONTRACTOR WILL DO THE FOLLOWING:		QL	JAR	TER	
		1	2	2	3	4
1.	Information management services of Human Services database					
2.	Accept telephone calls on Human Services related questions					
3.	Telephone resource for County staff, other public and non-profit agencies					
4.	Publish and distribute the <u>Resource Bulletin</u> at least Quarterly		-			
5.	Provide printouts or mailing labels for agencies and the public				- 1	-
6.	Orient/train new/reassigned staff from County departments and other city, county, state, federal, and non-profit human service agencies and schools					
7.	Attend appropriate meetings					
8.	Develop handbook of key human resources in San Mateo County (English and Spanish)					
9.	Train HSA staff on use of online community-based information					
10.	Improve access to CIP database					
11.	Assessment planning, design in connection with the HSA's Child Welfare Redesign				,	
12.	Collaborate with the HSA Business System Group to conduct feasibility study exploring shared GIS mapping capabilities	,				

CIP – Monitoring Checklist

EXHIBIT D

COUNTY OF SAN MATEO Equal Benefits Compliance Declaration Form

1 Vendor Identification

Name of Contractor:	Peninsula Library System	· · · · · · · · · · · · · · · · · · ·
Contact Person:	Gail McPartland	
Address:	2471 Flores Street	·
,	San Mateo, CA 94403	
Phone Number:	650-349-5538	
Fax Number:	650-349-5089	

II Employees

				·
Does the Contractor		amplayaga	k/ Vac	1 1 1 1 -
Does the contractor	nave any	employees	V 1985	LINO

Does the Contractor provide benefits to spouses of employees? Ves No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

U Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.

Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.

No, the Contractor does not comply.

The Contractor is under a collective bargaining agreement which began on

(date) and expires on

(date).

IV Declaration

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.

40 V Signature

Assistant Director, Services Title

<u>Lail Milarflan</u> Name (Please Print)

June 15

(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. (remploys 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.

Truona UDIANA Name of 504 Person - Type or print

Name of Contractor(s)-Type or Print Peninsula Library System

Street Address or P.O. Box

2471 Flores St.

City, State, Zip Code

San Madeo, CA 94403

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

Date

Assistant Director 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."

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RISK MGMT.

P.01/02

SAN MATEO COUNTY MEMORANDUM

DATE:	June 16,	2004

SUBJECT:	Contract Insurance Appro	val	
FROM:	Carla Damante	FAX: 596-3478	PONY: HSA 210
TO:	Priscilla Harris Morse	FAX: 363-4864	PONY: EPS 163

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Peninsula Library System

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor will provide management of a computerized database of public and community-based service resources, developing directories, guides, and resource booklets, and training in finding an using resources.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	sim	X		
Motor Vehicle Liability	5			
Professional Liability	\$		Ø	
Workers' Compensation REMARKS/COMMENTS:	statuto	y \$		
6		И.		

mulla morse Risk Management Signature

<u>6-16-04</u> Date

Aumber: ACP_GLO_7811142291 And insured. PENINSULA LIBRARY SYSTEM Address 2471 FLORES STREET SAN MATEO CA 94403-0000 Address SAN MATEO CA Address SAN MATEO CA SAN MATEO CA 94403 Address SAN MATEO CA SAN MATEO CA 94403 Address SAN MATEO CA SAN MATEO CA 94403 Address SAN MATEO CA San Dardod From 08/01/03 to 08/01/04 12:01 A.M. standard time at the address of the named insured as stated herein. Telum for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the oscillate as stated in this policy. MITE OF INSURANCE 2,000,000 PENCIAL FACERACE COMPLETED OPERATIONS AGGREGATE LIMIT 2,000,000 ACK OC CURRENCE LIMIT 1,000,000 ACK OC CURRENCE LIMIT 1,000,000 ACK OC COMPLETED TO YOU LIMIT (any one premises) 5,000 MARCE TO PREMISES RENTED TO YOU LIMIT (any one premises) 5,000 MARCE (CG0002 only) 1 The Named Insured Is: CORPORATION 5,000 MORTER CHARTS ATACHED TO THIS POLICY SET COMMERCIAL GENERAL LIABILITY FORMS AND ENDOR						•
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