

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ROBIN PRESS**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ROBIN
PRESS, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of mental health assessment and psychological evaluation services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

- Exhibit A—Scope of Work
- Exhibit B—Payments and Rates
- Exhibit C - 504 Compliance
- Exhibit D- Contractor's Declaration Form
- Exhibit E- Child Care Reporting Requirement
- Exhibit F – Fingerprinting Certification Form

2. Services to be performed by Contractor

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

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 **ONE HUNDRED FIFTY SIX THOUSAND DOLLARS, (\$156,000).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2007 through June 30, 2010.**

This Agreement may be terminated by Contractor, the Human Services Agency Director 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. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the 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) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

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.

16. 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:

Elaine Azzarpari, Human Services Manager
400 Harbor Blvd., Bldg, B
Belmont, CA 94001
650-802-5142

In the case of Contractor, to:

Robin Press
4966 El Camino Real, Suite 119
Los Altos, CA 94022
650.960.3333

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ROBIN PRESS

Contractor's Signature

Date: _____

Scope of Work
July 1, 2007 through June 30, 2010

Contractor(s) shall provide mental health assessment and psychological evaluation services for clients of the Children and Family Services (CFS) Division of the San Mateo County Human Services Agency (HSA).

1. Evaluation

- Contractor will receive referrals from individual CFS Social Workers.
- Contractor will provide the evaluation services requested within the following time frames:

Each evaluation will last between six (6) to ten (10) hours, which includes up to four (4) to six (6) hours of document review, clinical interview and collateral interview, if needed, and two (2) to four (4) hours of report writing time. Prior approval is required in the event that the evaluation exceeds 10 hours.

- Contractor will provide the evaluation services requested within the following requirements:

- A. Adult Evaluations: All evaluations will include psychological testing, unless the individual being evaluated is not capable of completing appropriate assessment devices. The selection and extent of psychological testing is at the discretion of the Contractor, but should include current versions of cognitive, personality, psychopathology, symptom, and/or specific parenting tests chosen from the listing below. Other published devices, can be substituted provided a specific rationale is offered that confirms its appropriateness for the intended purposes.

Cognitive Testing

Neuropsychological screening tests such as the Cognistat, Mini Mental State Examination, Trail Making Test, or the Brief Neuropsychological Cognitive Examination

Test of Nonverbal Intelligence

Wechsler Abbreviated Scale of Intelligence

Wechsler Adult Intelligence Scale

Wechsler Individual Achievement Test

Wide Range Achievement Test

Clinical Syndromes & Personality Testing

Minnesota Multiphasic Personality Inventory
Personality Assessment Inventory
Millon Clinical Multiaxial Inventory
Rorschach Inkblot Method
Thematic Apperception Test

Symptom Inventories

Beck Depression Inventory
Symptom Checklist-90-R
Trauma Symptom Inventory
Dissociative Experiences Scale
Maryland Addictions Questionnaire

Parenting & Family Testing

Parent-Child Relationship Inventory
Parenting Stress Index
Child Abuse Potential Inventory
Family Environment Scale
Conflict Tactics Scales
Parent Awareness Skills Survey

- B. Child Evaluations: All evaluations will include psychological testing, unless the child being evaluated is not capable of completing appropriate assessment devices. The selection and extent of psychological testing is at the discretion of the Contractor, but should include current versions of cognitive, personality, clinical syndrome, symptom, and/or developmental tests chosen from the listing below. Other published devices, can be substituted provided a specific rationale is offered that confirms its appropriateness for the intended purposes.

Cognitive

Bender Visual Motor Gestalt
Test of Nonverbal Intelligence
Wechsler Abbreviated Scale of Intelligence
Wechsler Individual Achievement Test
Wide Range Achievement Test

Clinical Syndromes & Personality

Minnesota Multiphasic Personality Inventory-Adolescent
Millon Adolescent Clinical Inventory
Personality Inventory for Youth
Piers-Harris Children's Self-Concept Scale
Feelings, Attitudes, Behaviors Scale for Children
Roberts' Apperception Test
Children's Apperception Test
Rorschach Inkblot Method

Thematic Apperception Test

Symptom Inventories & Behavioral Rating Scales

Children's Depression Inventory

Beck Youth Inventories of Emotional and Social Impairment

Children's Inventory of Anger

Trauma Symptom Checklist for Children

Symptom Checklist-90-R

Child Sexual Behavior Inventory

Child Behavior Checklist

Behavioral Assessment System for Children

Connors' Rating Scales

Developmental Assessment Instruments

Denver II Developmental Scales

Child Development Inventory

Bayley Scales of Infant Development

- C. All evaluations will analyze the data accurately, formulate and recommend an effective course of action which will address the areas of concern to Court as specified by the social worker and will include:
- A diagnosis of any mental health issues which may be affecting the parent or child.
 - An assessment of the parent's ability to provide their child with a safe stable environment that will not endanger the physical health, safety, protection or physical or emotional well being of the child.
 - A diagnosis of any mental disability that renders a parent incapable of the care and control of their child and renders them unable to utilize reunification services within a six to twelve month period.
 - Recommendations for treatment which include issues that are yet to be resolved, program or service areas that would be most beneficial for the client.
 - Understanding of client's strengths and barriers to following through with recommendations.

2. Expert Witness Services

Contractor may be required to testify as an expert witness with respect to services as outlined in Exhibit A.1.

3. Mandated Reporting Responsibility

If the family is considered high risk for abuse, either due to the potential abuser having current access to the child, or would be at high risk if there are scheduled unsupervised visits or reunification, or for any other reason, the Contractor shall notify the CFS hotline immediately by phone at 650-802-7922. Contractor shall also fax the suspected child abuse form to CFS within 36 hours to 650-802-7518.

4. Communication between Contractor and CFS Staff

The Contractor will prepare a report with his/her findings, assessment and recommendations and send to the Social Worker by the date agreed upon. If Social Worker contacts Contractor with questions or clarification regarding the report, Contractor must respond within 48 hours of the inquiry.

5. Travel Reimbursement

Travel time to locations outside of the Contractor's place of business, such as prison visits, will be reimbursed at the specified evaluation rate as shown in Exhibit B Section A.1 of this Agreement and for each mile traveled at the County mileage reimbursement rate.

6. Advance Cancellation

Contractor will not be reimbursed for appointments cancelled by the CFS staff with 24 hours advance notification to the Contractor.

7. Non-Advance Cancellation

Contractor will be reimbursed at the specified evaluation rate in Exhibit B, Section A.1 for time scheduled when there is not a 24 hours advance notification to the Contractor. At the time of the missed appointment, Contractor will contact the referring Social Worker to determine strategies for facilitating improved attendance.

8. Pre-Approval for Other Services

Services outside of the specified parameters as defined above, will require pre-approval by a CFS Supervisor prior to services being rendered. Services provided outside of pre-approval by a CFS Supervisor will not be reimbursed.

9. Training/Meetings

Attend training/meetings as requested or mandated by HSA. Training/meetings will be scheduled no more than twice per year and will last no more than two hours each. County will not pay Contractor for time, travel and any other costs associated with the training/meeting.

II. Monitoring

Each contracted psychologist will be evaluated on a regular basis by a panel consisting of representatives from Mental Health, County Counsel and HSA. Interim reviews as needed will be conducted. The panel will review samples of evaluations submitted by the contractor for that year. The panel will review for the timeliness and thoroughness of the report and assess the contractor's ability to write effectively and to analyze and interpret the relevant factors related to emotional, behavioral, learning, social interaction, or social systems problems, as well as select and recommend appropriate remedial or consult techniques and procedures.

Feedback will be provided to Contractor after each review. If Contractor does not meet the requirements described in this Agreement, a letter outlining HSA's concerns will be sent to Contractor. Contractor will be given an opportunity to address said issues in writing by mail or e-mail. Contractor may request a follow-up meeting with HSA. HSA reserves the right not to utilize a Contractor who consistently fails to meet the standards outlined in this Agreement. In addition to the evaluation by the panel, consideration will be given to contractor's testimony in court and feedback from staff and clients.

Exhibit B

Payments and Rates

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

A. In full consideration of services rendered in accordance with the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Director of Human Services or her designee.

1. Payment for evaluation, court ordered therapy and expert witness fees will be made upon receipt and approval of Contractor’s invoice for services provided at the following rates;

Evaluation	100/hour
Expert Witness Fees	\$300/hour, \$1,200/half day
Travel Reimbursement (will be billed at the County’s mileage reimbursement rate)	

- 2. The maximum amount the County shall pay the Contractor shall not exceed ONE HUNDRED FIFTY SIX THOUSAND DOLLARS (\$156,000) for the term of the Agreement.
- 3. Invoices shall be sent to: Referring Social Worker and also to Jessie Lin, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor’s invoice.
- 4. All payments under this Agreement must directly support services specified in this Agreement.
- 5. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- 6. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- 7. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

EXHIBIT C

**(Required only from Contractors who provide services
directly to the Public on the County's behalf.)**

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. employs fewer than 15 persons.

b. employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Robin Press
Name of 504 Person - Type or Print

Robin Press
Name of Contractor(s)-Type or Print

4966 El Camino Real, Suite 119
Street Address or P.O. Box

Los Altos, CA 94022
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT D

**COUNTY OF SAN MATEO
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Robin Press	Phone:	650.960.3333
Contact Person:	Robin Press	Fax:	
Address:	4966 el Camino Real, Suite 119 Los Altos, CA 94022		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

EXHIBIT E

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

EXHIBIT F

FINGERPRINTING CERTIFICATION FORM

Agreement with Robin Press

FOR

Court-Ordered Mental Health Assessments

() Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date