

# AGREEMENT

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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SERVICE LEAGUE OF SAN MATEO COUNTY, hereinafter called "Contractor";

### WITNESSETH:

*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 hereinafter described as inmates services within the County's correctional facilities described in this agreement;*

**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 - Services
- Exhibit B - Payments and rates
- 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 **SIX HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIVE DOLLARS AND NO CENTS (\$625,405.00).**

**4. TERM AND TERMINATION**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2010** through **JUNE 30, 2011**.

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

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

**5. AVAILABILITY OF FUNDS**

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

**6. RELATIONSHIP OF PARTIES**

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

**7. HOLD HARMLESS**

- A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

**8. ASSIGNABILITY AND SUBCONTRACTING**

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

**9. INSURANCE**

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

A. 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.

B. 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:

- 1) Comprehensive General Liability      \$1,000,000
- 2) Motor Vehicle Liability Insurance      \$1,000,000
- 3) Professional Liability      \$1,000,000

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

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

**10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all

Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

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

## **11. NON-DISCRIMINATION AND OTHER REQUIREMENTS**

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

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

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

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

**12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

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

**13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT**

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. MERGER CLAUSE**

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

**15. CONTROLLING LAW AND VENUE**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. NOTICES**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of Contractor, to:**

Mike Nevin, Executive Director  
Service League of San Mateo County  
727 Middlefield Road  
Redwood City, CA 94063  
(650) 365-6817

**In the case of County, to:**

San Mateo County Sheriff's Office  
Attn: Sheriff  
400 County Center  
Redwood City, CA 94063  
(650) 599-1327

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

**COUNTY OF SAN MATEO**  
*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**SERVICE LEAGUE OF SAN MATEO COUNTY**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

DATE: \_\_\_\_\_

# EXHIBIT A SERVICES

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

*In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:*

### **1. INMATE PROGRAM SERVICES.**

Contractor agrees to provide inmate services at the Maguire Correctional Facility (MCF) and the Women's Correctional Center (WCC) Monday through Friday.

#### A. Direct Services:

- 1) Provide weekly orientation for new inmates regarding programs, assistance and jail procedures.
- 2) Contact with attorneys, families, probation officers, employers and others.
- 3) Communicating pertinent information from family members to inmates, regarding emergency and crisis situations.
- 4) Liaison with the San Mateo County District Attorney's Family Support Division regarding child support issues.
- 5) Distribution of Penal Code Section 1381 related forms, Sheriff's Work Program requests, County parole applications, etc.
- 6) Inform medical and custody staff of individual situations.
- 7) Assist medical and mental health staff, as requested, for inmates who are highly stressed, suicidal, or physically ill.
- 8) Expedite inmate enrollment and applications to CHOICES and educational programs.
- 9) Verify court appearances and release dates.
- 10) Arranging for the release of property to family members.
- 11) Spanish language services for non-English speaking inmates.

#### B. Indirect Services [Social Services]:

- 1) Communicate between pretrial inmates and those necessary to expedite the judicial process.
- 2) Develop and maintain a supportive network with departments, agencies, substance abuse treatment programs and other organizations to service inmate requests.
- 3) Train, guide and support volunteers involved in the Inmate Message Request Program.

#### C. Inmate Program Services [Volunteers] consisting of recruitment, clearance, orientation, and supervision of volunteers who provide tutoring, counseling, and supportive group activities. Such services will include but are not limited to:



- 1) AA and NA – All facilities.
- 2) Substance abuse counselors and intake personnel for after-release programs, including Treatment Readiness Counseling at WCC.
- 3) A.I.D.S. education.
- 4) Literacy (Project READ) - provide volunteers willing to work in jail setting.
- 5) English as a Second Language (ESL) - MCF (*6 East and 6 West*).
- 6) G.E.D. Tutoring – MCF.
- 7) Motivational counseling.
- 8) Mediation services and workshops.
- 9) Ethnic-specific counseling and referral for Asian/Pacific Island population, Hispanics, and others.
- 10) Assist with individual inmate request messages, etc.
- 11) Gender Responsive Programming (Hope Inside) focusing on substance abuse, trauma, and Post Traumatic Stress Disorder (PTSD) recovery. Classes will be held twice weekly for 1 ½ hours each in WCC.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Bus tickets for indigent inmates upon release.
- I. Purchase of holiday decorations, cards and postage for use by inmates. *[Contractor shall assume full responsibility for assuring safety of holiday decorations via fireproofing.]*
- J. 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. LIBRARY SERVICES.**

- A. Contractor agrees to provide library services and related library materials to inmates at MCF and WCC. Services will be carried out with close coordination and direction from the Sheriff or his designee at each facility as well as supervision and guidance from Service League's Director of Correctional and Community Services. Specific services include:

- 1) One full-time individual [40 hrs/week] and one part-time individual [30 hrs/week] to provide direct library services for inmates.
    - The Service League Correctional Services Director will coordinate with MCF Administration to assure that the needs of the facilities are fully accommodated.
  - 2) Year round library supervision and assistance to inmates.
    - Regulating time and use of resources among inmates.
    - Ensuring that inmates, especially pro pers, are provided with timely access to library materials, legal research and photocopying of legal materials.
  - 3) Process inmate requests for reading materials while screening-out pornography, fraud and other material relating to illegal activities.
  - 4) Maintain book carts and deliver appropriate material to inmates.
  - 5) Provide written responses to inmate grievances regarding recreational and library services.
  - 6) Purchase reading material, which is determined by inmate requests, level of literacy, reading language and general interest.
  - 7) Purchase special interest materials, i.e., resumes, employment preparation, anger management, parenting, etc. as well as periodical subscriptions and foreign language publications.
  - 8) 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, at County's request, to accommodate inmates who have returned from court and need library access.
- C. Sheriff's Office 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, WCC and the San Mateo County Sheriff's Office.

# EXHIBIT B

## PAYMENT & RATES

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

*In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:*

#### 1. RATE SCHEDULE

	Inmate Welfare Funding
<i>Program Services</i>	\$411,939
<i>- Requests: \$153,285</i>	
<i>- Volunteers: \$32,812</i>	
<i>- Jury Clothing: \$19,485</i>	
<i>- Release Services: \$115,643</i>	
<i>- Chaplaincy Services: \$90,714</i>	
<i>Childcare Services</i>	\$68,571
<i>Library Services</i>	\$128,415
Services Total:	\$608,925
Supplies Total:	\$16,480
<b>CONTRACT TOTAL:</b>	<b>\$625,405</b>

B. 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.

#### 2. PAYMENT RATE

A. Contractor shall submit a quarterly invoice to County. County will pay Contractor a flat monthly rate of \$50,743.75 (1/12 of the "Services Total"). In addition, County will reimburse Contractor actual retail cost for supplies purchased in connection with services provided under this Agreement. Cost of supplies will not exceed \$16,480 for the term of this Agreement.

1. Contractor will include with invoice a quarterly report detailing the services provided to inmates and the number of inmates contacted and/or assisted.

B. 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.

C. Contractor shall submit final bill within 90 days from expiration of this Agreement to the MCF Administrative Lieutenant or his/her designee.