

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION

This Agreement is entered into this ____ day of _____, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Georgia State University Research Foundation, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing SafeCare® training to the Human Services Agency (HSA) Children and Family Services (CFS) branch and the Health System's Family Health Services (FHS) division.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit B - Payments and Rates
- Exhibit C – Performance
- Attachment A – Proprietary Materials

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed does not conform to the scope of services in this Agreement. This Agreement is for \$122,256, of which \$61,128 supports services for HSA, and \$61,128 supports services for the Health System. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED FIFTY SIX DOLLARS** (\$122,256). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 26, 2019, through June 30, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. County shall have the right to immediately suspend performance of services under this agreement and the right to suspend ends if the agreement is not terminated within 30 days after the start of the for cause termination process.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall remain the property of Contractor.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Liability

a. Liability

To the extent allowed by law, the parties agree to be responsible and to assume liability for their own wrongful or negligent acts or willful misconduct in the performance of the scope of work under this agreement, and those of its officers, directors, agents, or employees, in the performance of the work to be carried out pursuant to the obligations of this Subaward.

b. Intellectual Property Indemnification

Contractor hereby represents that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor represents that the services it provides under this Agreement do not knowingly infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party.

c. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor or subcontractor shall have in effect during the entire term of this Agreement workers' compensation.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

10. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

e. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

f. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

12. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth herein.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

14. Controlling Law Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. Notices

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

In the case of County, to:

Name/Title: Natasha Bourbonnais, Children and Family Services Manger
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-6583
Email: NBourbonnais@smcgov.org

In the case of Contractor, to:

Name/Title: Katherine Pope, Associate Director
Address: PO Box 3999, Atlanta, GA 30302
Telephone: 404-413-3502
Email: GSURFAwards@gsu.edu

16. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION

<i>Katherine Pope</i>	3/5/19	Katherine Pope
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A - Services

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

Contractor will provide SafeCare® training and support to both Human Services Agency's (HSA) Children and Family Services (CFS) and to the Health System's Family Health Services (FHS) staff.

Contractor shall:

- I. Conduct a staff orientation with stakeholders to discuss the training and implementation plan.
- II. Deliver two 4-day provider workshops for up to 14 trainees each. Providers are defined as line-level staff who will be delivering SafeCare® directly to families. Workshop trainee participants include:
 - a. Seven (7) for HSA
 - b. Seven (7) for FHS
- III. Provide coach training workshop to HSA and Health staff that have completed the provider training. These coaches will be trained to support the SafeCare® providers as it relates to the ongoing delivery of the SafeCare® program to families. Coach training provider participants include:
 - a. Two (2) for HSA
 - b. Two (2) for FHS
- IV. Provide technical assistance remotely to the provider trainees for up to six months as they implement SafeCare®. In addition, NSTRC trainers will provide technical assistance remotely to the four (4) coach trainees for up to six months. County staff will record, and upload, family sessions to Contractor's secure portal at <http://portal.nstrc.org> for review by the Contractor's trainers. These recordings will be used to provide technical assistance, or coaching, for provider certification and maintenance of certification. On-going coaching is required for all trained SafeCare® providers.
- V. Provide training materials in English and Spanish. Spanish-speaking and/or bilingual staff will be provided with training information by NSTRC related to the delivery of SafeCare® services using the Spanish language. This includes any technical terms which may be required.
- VI. Grant SafeCare® accreditation to the County of San Mateo for a 12-month period upon completion of training and Contractor approval. SafeCare® accreditation must be renewed at the end of the 12-month period to maintain certification status.
- VII. Notwithstanding section 9 of the Agreement, the County gives GSURF permission to subcontract with GSU and will assure that their subcontractors services are in compliance with the terms and conditions of agreement between the County and Contractor.

Exhibit B – Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

General Payment Terms:

1. County shall have the right to modify or add services and adjust costs to meet its project goals as agreed upon by both parties in writing as long as it does not exceed the total contract obligation.
2. All services performed by Contractor must support work shown in Exhibit A.

Invoices:

1. Contractor will invoice County monthly upon completion of services shown in Exhibit A.
2. Invoices will be submitted by the 10th of each month for the previous month's service (i.e. May services will be due June 10th).
3. Contractor will invoice HSA and FHS separately for services based on the fee table below.
4. Invoices for services provided to the Human Services Agency shall be emailed to the CFS Contract Manager (NBourbonnais@smcgov.org) with a copy to the administrative secretary (JTran@smcgov.org).
5. Invoices for services provided to the Health System shall be submitted to FHS Clinical Services Manager (VAlvarez@smcgov.org).
6. Contractor shall be paid upon receipt and approval of invoices within forty-five (45) days.

Fees:

Service	HSA Fees	Health/FHS Fees
Orientation	\$2,912	\$2,912
Provider Training Workshop	\$19,149	\$19,149
Provider Support (up to 6 months)	\$24,440	\$24,440
Coach Training Workshop	\$7,014	\$7,014
Coach Support (up to 6 months)	\$6,983	\$6,983
Accreditation	\$630	\$630
Total	\$61,128	\$61,128

Exhibit C – Performance

Contractor agrees to meet the following performance outcomes:

Measure	FY 2018-19	FY 2019-20
% of technical assistance requests responded to within 1 business day.	94%	96%
% of Participants after completing the training report they understand and are ready to implement the SafeCare® four step process/model on the job.	80%	84%

Attachment A – Proprietary Materials

County acknowledges that the services involve proprietary intellectual property owned by or licensed to Contractor, including, but not limited to, copyrighted material, written and electronic materials, research and related data and analysis, training techniques, and written and oral presentations regarding the SafeCare® program (the “Proprietary Materials”). County acknowledges that the Proprietary Materials may not be used other than in strict accordance with the Limited License below.

Limited License

Contractor grants County a limited, non-exclusive, non-transferable license and right to use the Proprietary Materials for the purpose of the services and for its own internal use. Internal use shall mean use during the course of conducting the services ordinarily offered by the County and in the training by certified SafeCare® Trainers of County employees or individuals employed by agencies that support the work of County.

- i. This limited license will commence as of the start of the Term set forth in Section 4 and shall continue until County no longer offers services that require the SafeCare® program. If Contractor determines that County is in default of the terms of this Agreement, the Limited License shall terminate ten (10) days after County receives written notice from Contractor, unless default is corrected to Contractor’s satisfaction during the ten-day period.
- ii. County shall ensure that those individuals employed by County and its supporting agencies who are exposed to the Proprietary Materials are informed of County’s obligations hereunder. County shall ensure that individuals who cease being employed by County or its supporting agencies return all Proprietary Materials to County or Contractor.
- iii. The proprietary materials are licensed “as is” without warranty as to its performance, and Contractor makes no warranty with respect to the results obtained therefrom; and, there are no warranties expressed or implied, including but not limited to implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, or title, and any warranty or condition of non-infringement and all such warranties are expressly disclaimed. Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above exclusion may not apply to County.