

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COURT APPOINTED  
SPECIAL ADVOCATES OF SAN MATEO COUNTY**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Court Appointed Special Advocates of San Mateo County, 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 pairing community volunteers with children who have been placed in foster care.

**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—Child Abuse Reporting Requirement  
Exhibit D—Fingerprinting Form  
Attachment I—§ 504 Compliance

**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 is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED FIFTY-FOUR THOUSAND, SEVEN HUNDRED AND THIRTY-EIGHT DOLLARS (\$354,738). 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 July 1, 2022, through June 30, 2025.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 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. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **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 become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **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. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **9. 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.

#### **10. 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 shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

##### **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.

#### **11. 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.

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. 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.

**f. 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.

**g. 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;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. 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 by applicable Federal, State, and local agencies and as required by County.

(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.

**15. 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.

**16. 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.

**17. 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: Olisha Hodges, Human Services Manager  
Address: 1 Davis Drive, Belmont, CA 94002  
Telephone: (650) 649-9041  
Email: [ohodges@smcgov.org](mailto:ohodges@smcgov.org)

In the case of Contractor, to:

Name/Title: Nkia Richardson, Executive Director  
Address: 330 Twin Dolphin Drive #139, Redwood City, CA 94065  
Telephone: (650) 517-5842  
Email: [nkia@casaofsanmateo.org](mailto:nkia@casaofsanmateo.org)

**18. 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.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under 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: Court Appointed Special Advocates of San Mateo County

<div data-bbox="305 428 548 527"><div>DocuSigned by:</div><div><i>Nkia Richardson</i></div><div>0619016F87A8459...</div></div>	<div data-bbox="703 464 1036 495">6/9/2022   3:17 PM PDT</div>	<div data-bbox="1101 464 1333 495">Nkia Richardson</div>
<div data-bbox="180 527 618 560">Contractor Signature</div>	<div data-bbox="685 527 912 560">Date</div>	<div data-bbox="997 527 1399 560">Contractor Name (please print)</div>

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

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

### **A. Court-Advocacy and Mentorship to Foster Children**

- a. Assign a volunteer to San Mateo County children who have an open Juvenile Court matter, based on social worker recommendation or court appointment.
  - 1. Volunteer assignments will be culturally appropriate. As much as possible, each dependent child will be paired with a volunteer who is representative of the child's own culture/language.
  - 2. Children who are placed outside of San Mateo County will be matched to volunteers who are willing to travel and/or arrange for regular phone/video conferences to meet with the child for purposes of building a supportive relationship and advocating on behalf of the child's best interests.
- b. Develop, implement, and use a tool to gather information about the dependent child in order to assess need and provide successful court-advocacy on behalf of the child and his/her best interests. This may include:
  - 1. Meeting with the dependent child, learning about his/her interests, what's going well/not so well, etc. Questions, context, and discussion points must be age-appropriate.
  - 2. Meeting with family members, professionals (such as social worker, teachers), and other key individuals who are part of the child's support system to identify any services that may be needed.
  - 3. Reviewing documents and records.
- c. Provide support and clarity to the child throughout the duration of their court case. This includes helping the child understand the court proceedings.
  - 1. The context and discussion points of the monthly meetings with the youth must be age-appropriate and demonstrate language that is comprehended by the person served. Discussion points may include items that were court ordered and listed in the case plan or other important subjects specific to the youth.
- d. Document the findings of the case and provide written reports at the court hearings, when appropriate. Discussion points are updates from the child and may include items listed in the youth's case plan.
- e. The Contractor shall appear in court, when appropriate, and advocate for the child's best interests and provide testimony when needed.
- f. The Contractor shall recommend services and seek/encourage cooperative solutions among individuals and organizations involved in the child's life.
  - 1. Work collaboratively with the social worker and other case managers to ensure child's needs are being met. CASA volunteer shall hold regular check-in meetings (no less than once per month) with the assigned social worker to discuss the assigned child's care and interests.
  - 2. Advocate for the child and where interests align, the family, to ensure that they receive appropriate services, when necessary.
  - 3. Inform professionals (i.e., social worker, public health nurse, teacher) regarding concerns about the child's health/mental health, education, social development, etc.
  - 4. Advocate and recommend services to the court on behalf of the child, when the needs of the child are not being met.
- g. Monitor case plans and court orders to ensure that mandated review hearings are being held and case plans are encouraged to be followed.
- h. Update the court on developments with the assigned child's status.
  - 1. Provide each dependent child with an average of ten (10) hours of service per month per trained volunteer.

### **B. Volunteer Recruitment and Training**

- a. CASA will recruit, screen, and train volunteers. Volunteers recruited must be representative of the children's demographics (i.e., culture, gender, language, etc.).
- b. CASA will conduct targeted recruitment of volunteers who are willing to travel outside of San Mateo County/Bay Area to meet with assigned dependent child(ren) who are placed in those locations.
- c. All volunteers will be required to submit a LiveScan background check to CASA prior to working directly with any child.
  - 1. All direct service staff will be required to submit a Live Scan background check to CASA prior to receiving any foster youth referral information.
  - 2. CASA understands that it must be a Department of Justice approved vendor for Live Scan and background checks in order to perform services under this Agreement.
  - 3. CASA will require all its employees, subcontractors, volunteers, or agents that work directly with children to be fingerprinted through Live Scan and undergo a background check.
  - 4. CASA is required to report any neglect, abuse, or violation that involves a child to the Child abuse hotline as soon as they learn of the incident. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement.
  - 5. CASA will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.
- d. CASA will provide and initial thirty (30) hours of training per volunteer, on a one-time annual basis. Training topics will include the following:
  - 1. Overview of the Child Welfare System and Juvenile Dependency Court process;
  - 2. Cultural Competency;
  - 3. Needs and Development of Children/Youth;
  - 4. Understanding Family Dynamics and Challenges;
  - 5. Confidentiality; and
  - 6. Educational Advocacy and Mandated Reporting.
- e. CASA will provide a minimum of twenty-two (12) additional continuing education training hours annually on topics including:
  - 1. Common case challenges;
  - 2. Mental health, first aid, and understanding substance abuse; and
  - 3. Commercially sexually exploited children (CSEC).
- f. Training topics may be adjusted based on the Judicial Council of California's requirements.
- g. CASA will make available five (4) separate training sessions for volunteers per year.
  - 1. CASA will provide four volunteer training sessions.
- h. Contractor is expected to report all known or suspected instances of child abuse or neglect including any involving its employees, consultants, or agents performing services under this Agreement. Notwithstanding Section 5 (Termination) of the Agreement, the County may terminate the Agreement immediately for failure to report. Contractor shall report all known or suspected instances of abuse to the Child Abuse hotline..

### C. Reporting

- a. Contractor will be responsible for collecting, entering, and reporting the data for program participants related to the services provided by Contractor.
- b. Contractor will submit monthly, quarterly, and year-end reports to the Human Services Agency in a format as specified by the HSA. Contractor will submit reports described below to the CFS Human Services Manager.
- c. Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:
  - 1. **Quarterly:**
    - 1. Recruitment activities including a description of the recruitment methods (for example, recruitment presentations).
      - a. The report will include a short description along with date, time, location, and number of attendees.

- b. Number of individuals who volunteered to be a CASA volunteer based on the type of recruitment method used.
- c. Number of participants trained, number of participant hours, and the number of English/Spanish sessions offered. This report will also include a demographic breakdown of the newly trained CASA volunteers.
- d. Number of Court reports submitted by CASA volunteers on behalf of their children/youth.
- e. Number of court hearings attended by CASA volunteers or CASA staff.
- f. Number of foster care children who are assigned to work with a CASA volunteer.
- g. Average number of service hours provided to foster children per CASA volunteer.
- h. Include updated performance outcome data.

**2. Monthly, Measure K:**

- 1. Update on all measures, including the number of children being served per quarter and service hours.

**3. Year-End:** Roll up of all quarterly reporting measures along with an explanatory narrative detailing how and when expected outcomes were met and if not why not. Include updated performance outcome data. For those measures not met, supporting detail will be provided along with corrective actions to address the performance outcome the following year.

**Exhibit B**

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:

- A. Invoices are due by December 1<sup>st</sup> each year.
- B. County shall pay Contractor a lump sum in the amount of \$118,246 for each fiscal year
- C. Invoices shall be sent to the Children and Family Services Human Services Manager as indicated in section 17. Notices above.
- D. Estimated budget expenditures are listed below

Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Managr	\$ 68,000	\$ 51,000	0.75	\$ 51,000
Program Manager	\$ 67,000	\$ 50,250	0.75	\$ 50,250
Other Personnel	\$ 889,964		0.00	
		\$ -	0.00	
Benefits (Direct Labor) - Other Personnel	\$ 204,993	\$ -	0.00	
Benefits (Direct Labor) - Contract Personnel	\$ -		0.00	
			1.50	\$ 101,250
<b>Operating Expenses</b>	<b>\$ 1,229,957</b>	<b>\$ 101,250</b>		
Staff Development	\$ 6,547			
Administrative Fees (Payroll and HR fees, Legal Fes, Audit and Taxes)	\$ 40,315			
Rent	\$ 21,831			
Office Expenses (insurance, dues, telephone/internet, software, IT)	\$ 93,008	\$ -		
Mileage Reimbursement	\$ 4,020	\$ -		
Materials / Printing	\$ 6,500	\$ -		
Volunteer Recruitment	\$ 2,000	\$ -		
Training Materials	\$ 12,400	\$ -		
Training - Stipends for Content Trainers/Experts	\$ 6,000	\$ -		
Child Expenses	\$ 7,000	\$ -		
Background Screening Fees	\$ 15,000	\$ 13,552		
Marketing and Fundraising Expenses	\$ 52,176	\$ -		
Outside Svcs/Clean & Supp	\$ -	\$ -		
<b>Admin Expense</b>	<b>\$ 266,797</b>	<b>\$ 13,552</b>		
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ -	\$ -		
	\$ -	\$ -		
<b>Total Expenses</b>	<b>\$ 1,496,754</b>	<b>\$ 114,802</b>		

### **Exhibit C – 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 D - County of San Mateo – Fingerprinting Certification Form**

**DATE:** 6/9/2022 | 3:17 PM PDT

**AGREEMENT WITH:** Court Appointed Special Advocates of San Mateo County

**FOR:** the purpose of pairing community volunteers with children who have been placed in foster care

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Contractor agrees to be responsible for conducting background checks on any and all staff who will have direct contact with San Mateo County youth and/or children. Contractor must use a Department of Justice approved vendor for Live Scan and background checks and agrees to receive and monitor the Records of Arrests or Prosecutions (RAP) reports to determine whether any staff in direct contact with San Mateo County youth has a Department of Justice or Federal Bureau of Investigations criminal history. If any of Contractor's staff are in direct contact with San Mateo County youth/children has a criminal history that would compromise the safety of the youth/child, contractor agrees to immediately remove such staff member from any and all direct contact with San Mateo County youth/child. All fingerprinting services will be at contractor's sole expense.

**NAME:** Nia Richardson

**TITLE:** Executive Director

**SIGNATURE:**

DocuSigned by:  
*Nia Richardson*  
0619016F87A8459...

**DATE:** 6/9/2022 | 3:17 PM PDT

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

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The undersigned (hereinafter called "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.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**

DocuSigned by:  
*Mia Richardson*  
0619010F07A0459...

**Title of Authorized Official:**

Executive Director

**Date:**

6/9/2022 | 3:17 PM PDT

\*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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Executive Director

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2022 11:42:41 AM
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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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