

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
REDWOOD CITY SCHOOL DISTRICT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
REDWOOD CITY SCHOOL DISTRICT, hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of child abuse prevention and intervention services.

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

**1. Exhibits and Attachments**

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

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

**2. Services to be performed by Contractor**

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

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000).**

### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2013 through June 30, 2016.**

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

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

### **5. Availability of Funds**

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

### **6. Relationship of Parties**

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

**7. Hold Harmless**

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

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions before commencing the

performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

## **10. Compliance with Laws; Payment of Permits/Licenses**

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

In the event of a conflict between the terms of this Agreement and State, Federal, County, or Municipal law or regulations, the requirements of the applicable law will take precedence

over the requirements set forth in this Agreement.

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors 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 deducts 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 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 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 Agreement's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior Agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**16. Notices**

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

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

Loc Nguyen, DrPH, MSW, Director, Children and Family Services  
1 Davis Drive  
Belmont, CA 94001  
650.802.3390

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

Sandra Potasio, Director of Community School Partnerships  
750 Bradford Street  
Redwood City, CA 94063  
650.423.2268

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

REDWOOD CITY SCHOOL DISTRICT  
Jan Christensen, Superintendent

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

Ron Sortson, Interim Chief Business Official

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**Exhibit A**

**Scope of Work**  
**July 1, 2013 through June 30, 2016**

In consideration of the payment set forth in Exhibit B, Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide child abuse prevention and intervention services to the San Mateo County Human Services Agency as follow.

Contractor shall provide the following services:

- A. Provide access to the following comprehensive services:
  1. Information and referral assistance,
  2. Case management services.
- B. Provide the following promotion, prevention, and early intervention services which support positive parenting:
  1. Extended Day Learning Program, an after school hours care program offered to students in Kindergarten through 8<sup>th</sup> grade,
  2. Counseling services inclusive of crisis intervention, group counseling, and individual counseling,
  3. Parenting education.
- C. Provide the following supplemental services to the community:
  1. Information though outreach activities,
  2. Assistance with enrollment/re-enrollment in health insurance programs.

These services will be provided at the following schools which are located at the Family Resource Centers at Fair Oaks Elementary School, Hoover Elementary School, Taft Elementary School, John F. Kennedy Middle School as well as Garfield Elementary School.

In addition to providing the aforementioned services, Contractor will also:

- Attend all monthly Children's Collaborative Action Team (CCAT) meetings during the contract period,
- Provide an annual presentation pertaining to the respective services provided under this Contract at a CCAT meeting to be determined by the Contractor and the CCAT Chair,
- Participate in a Peer Review process to be determined by the CCAT Program Manager,
- Administer client satisfaction surveys,
- Attend quarterly training sessions during the contract period determined by the Contractor, CCAT Chair and CCAT Program Manager.

Contractor agrees to the following outcomes:

A. Outcomes related to provision of access to comprehensive services:

1. Outreach and information activities will be provided to 1500 parents/families
2. 100 parents will engage in services

B. Outcomes related to provision of promotion, prevention, and early intervention services:

1. 1000 students will attend the Extended Day Learning Program
2. 300 students will receive counseling through crisis intervention, group counseling or individual counseling.
3. 500 families/caretakers will participate in opportunities inclusive of wellness, academic support, safety, leadership, child and youth development, and parenting workshops

C. Outcomes related to provision of supplemental services to the community:

1. 150 families will be enrolled or re-enrolled in health insurance program
2. 1500 families will receive information through outreach activities

Contractor will be responsible for submitting quarterly activity reports and brief mid-year and year end narrative reports utilizing the format provided by the Human Services Agency. Quarterly activity reports and brief narratives will show the program's performance and outcomes. Reports and Invoices will be submitted to:

San Mateo County Human Services Agency  
Jenell Thompson, Management Analyst III  
1 Davis Drive  
Belmont, CA 94002

San Mateo County Human Services Agency  
Nilda Cardenas, Human Services Analyst II  
1 Davis Drive  
Belmont, CA 94002

Payments will be processed upon receipt of Quarterly Reports.

**Quarterly Reports and Invoices** are due at the same time on the following dates:

**FY 2013-14:**

October 15, 2013  
January 15, 2014  
April 15, 2014  
July 15, 2014

**FY 2014-15**

October 15, 2014

January 15, 2015

April 15, 2015

July 15, 2015

**FY 2015-16**

October 15, 2015

January 15, 2016

April 15, 2016

July 15, 2016

The mid-year report is due on **January 31, 2014, January 31, 2015 and January 31, 2016** and year end report is due on **July 31, 2014, July 31, 2015 and July 31, 2016**. The year-end report will include the Office of Child Abuse Prevention Client data [inclusive of the following client demographic information: number of clients that are served (children, children with disabilities, parents/caregivers, parents/caregivers with disabilities, and families) and clients' ethnicities (Caucasian: non-Hispanic, Hispanic, Black, Asian, Filipino, Multiracial, and other ethnicity)], and an annual budget showing planned and actual program costs.

**Program Monitoring**

The CCAT Program Manager and Analyst will conduct a site visit at least once a year to review the program and service delivery system. Time of these visits will be arranged in advance. During these visits, activities may include, but are not limited to: review of the Contractor's policies and procedures, training materials, data collection methods, participant records, discussion of submitted quarterly review reports, outcome results and trends, logic model, client progress, and providing training and /or technical assistance. Additionally, the Contractor is required to attend monthly CCAT meetings and provide updated reports on program activities per annual schedule.

**Exhibit B**

**Payments and Rates**  
**July 1, 2013 through June 30, 2016**

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following schedule unless otherwise specifically authorized by the Director of Human Services Agency or her designee.

1. County shall pay Contractor quarterly for actual expenditures submitted. Costs will not exceed FIFTY THOUSAND DOLLARS (\$50,000) Per Fiscal Year. Contractor will submit Quarterly invoices for each Fiscal Year as follows:

**FY 2013-14 Payment Schedule:**

October 15, 2013	\$12,500
January 15, 2014	\$12,500
April 15, 2014	\$12,500
July 15, 2014	\$12,500

**Total Quarterly                      \$50,000**

**FY 2014-15 Payment Schedule**

October 15, 2014	\$12,500
January 15, 2015	\$12,500
April 15, 2015	\$12,500
July 15, 2015	\$12,500

**Total Quarterly                      \$50,000**

**FY 2015-16 Payment Schedule**

October 15, 2015	\$12,500
January 15, 2016	\$12,500
April 15, 2016	\$12,500
July 15, 2016	\$12,500

**Total Quarterly                      \$50,000**

2. The maximum amount the County shall pay the Contractor shall **NOT EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** for the term of this Agreement.

3. Invoices shall be sent to: Nilda Cardenas, County of San Mateo, Human Services Agency, 1 Davis Drive, Belmont, CA 94002. Payments shall be made within thirty (30) working days upon receipt of Contractor's invoice.
4. All payments under this Agreement must directly support services specified in this Agreement. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
5. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
6. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**Exhibit C**

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

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

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

The Contractor(s) gives/give this assurance in consideration 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 - Type or Print

Redwood City School District  
Name of Contractor(s)-Type or Print

750 Bradford Street  
Street Address or P.O. Box

Redwood City, CA 94063  
City, State, Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of  
Authorized Official

\*Exception: DHHS regulations state that:

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

## **Exhibit D**

### **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 E**

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with Redwood City School District  
FOR**

**Child Abuse Prevention and Intervention Services**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date