

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

This Agreement is entered into this 27th day of July, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Service League 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 providing inmate services within the County's correctional facilities.

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
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 **ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS (\$167,263.00)**. 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2015** through **SEPTEMBER 30, 2015**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's 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.

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. 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.

11. 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:

- ☒ Comprehensive General Liability \$1,000,000
(Applies to all agreements)
- ☐ Motor Vehicle Liability Insurance \$1,000,000
(To be checked if motor vehicle used in performing services)
- ☐ Professional Liability \$1,000,000
(To be checked if Contractor is a licensed professional)

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.

12. 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.

13. 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. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits

between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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 Section 12, above. Such duty shall include reporting of the filing 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 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.

14. 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 Section 3, above, 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.

15. 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.

16. 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.

17. 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.

18. 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 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: Ginger Martinez, Management Analyst

Address: San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063

Telephone: (650) 363-7819

Facsimile: (650) 599-1023

Email: gbalkus@smcgov.org

In the case of Contractor, to:

Name/Title: Karen Francone

Company: Service League of San Mateo County
Address: 727 Middlefield Road
Redwood City, CA 94063

Telephone: (650) 363-4371

Facsimile: (650) 365-6817

Email: kfrancone@serviceleague.org

19. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SERVICE LEAGUE OF SAN MATEO COUNTY

BY: Karen M. Francione
(SIGNATURE)

Karen m. Francione
(PRINTED NAME)

DATE: 1/27/15

EXHIBIT A

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

1. INMATE PROGRAM SERVICES.

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

A. Direct Services:

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

B. Indirect Services [Social Services]:

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

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

- 1) AA and NA – All facilities.
- 2) Substance abuse counselors and intake personnel for after-release programs, including Treatment Readiness Counseling at WCC.
- 3) A.I.D.S. education.
- 4) Literacy (Project READ) - provide volunteers willing to work in jail setting.
- 5) English as a Second Language (ESL) - MCF (*6 East and 6 West*).

- 6) G.E.D. Tutoring – MCF.
 - 7) Motivational counseling.
 - 8) Mediation services and workshops.
 - 9) Ethnic-specific counseling and referral for Asian/Pacific Island population, Hispanics, and others.
 - 10) Assist with individual inmate request messages, etc.
 - 11) Gender Responsive Programming (Hope Inside) focusing on substance abuse, trauma, and Post Traumatic Stress Disorder (PTSD) recovery. Classes will be held twice weekly for 1 ½ hours each in WCC.
- D. Inmate release services - which include assistance regarding release needs, re-entry counseling, letters of identification and emergency assistance, i.e., transportation, food, lodging, and referral to support services.
 - E. Jury clothing services - provide appropriate clothing for inmates appearing before juries. Contractor measures inmates for size and fit. If a trial runs for several weeks, several changes of clothing will be provided as well as laundry of shirts, etc.
 - F. Various denominational chaplaincy services which shall include but not be limited to meeting with inmates during times of personal crisis, providing religious services for inmates, conducting pre-marital interviews and marriage services, and coordinating visits/services from representatives of various organizations.
 - G. Childcare services for individuals visiting inmates at MCF, covering the most needed times, which include Tuesday, Wednesday and Thursday evenings until 10 p.m. and Saturday and Sunday afternoons 12 p.m. to 4 p.m.
 - H. Bus tickets for indigent inmates upon release.
 - I. Purchase of holiday decorations, cards and postage for use by inmates. *[Contractor shall assume full responsibility for assuring safety of holiday decorations via fireproofing.]*
 - J. Distribution of cards to inmates and mailing them. Inmates shall also be provided greeting cards and postage appropriate for other occasions. Cards to be purchased or obtained through donation and stamps to be purchased.

2. LIBRARY SERVICES.

- A. Contractor agrees to provide library services and related library materials to inmates at MCF and WCC. Services will be carried out with close coordination and direction from the Sheriff or his designee at each facility as well as supervision and guidance from Service League's Director of Correctional and Community Services. Specific services include:
 - 1) One full-time individual [40 hrs/week] and one part-time individual [30 hrs/week] to provide direct library services for inmates.
 - ☐ The Service League Correctional Services Director will coordinate with MCF Administration to assure that the needs of the facilities are fully accommodated.

- 2) Year round library supervision and assistance to inmates.
 - ☐ Regulating time and use of resources among inmates.
 - ☐ Ensuring that inmates, especially pro pers, are provided with timely access to library materials, legal research and photocopying of legal materials.
 - 3) Process inmate requests for reading materials while screening-out pornography, fraud and other material relating to illegal activities.
 - 4) Maintain book carts and deliver appropriate material to inmates.
 - 5) Provide written responses to inmate grievances regarding recreational and library services.
 - 6) Purchase reading material, which is determined by inmate requests, level of literacy, reading language and general interest.
 - 7) Purchase special interest materials, i.e., resumes, employment preparation, anger management, parenting, etc. as well as periodical subscriptions and foreign language publications.
 - 8) Provide special needs reading material such as remedial reading materials for illiterate English and non-English speakers, children's books for inmates with contact visitation privileges, dictionaries and appropriate learning materials for participants in the GED Program, "Life-Change" literature to participants in the CHOICES Program.
- B. Library hours may be extended into the evening, at County's request, to accommodate inmates who have returned from court and need library access.
- C. Sheriff's Office staff retains the right to review and reject books, videos and other materials in the libraries for appropriateness.
- 1) Employees of Contractor shall adhere to all applicable policies and procedures of the MCF, WCC and the San Mateo County Sheriff's Office.

EXHIBIT B

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:

1. RATE SCHEDULE

FY 2015-16	
July 1 – September 30, 2015:	
Inmate Welfare Funding (Quarterly)	
PROGRAM SERVICES	\$112,354
- Requests: \$38,045	
- Volunteers: \$8,203	
- Jury Clothing: \$3,871	
- Release Services: \$38,573	
- Chaplaincy Services: \$23,661	
CHILDCARE SERVICES	\$18,534
LIBRARY SERVICES	\$32,405
SERVICES TOTAL	\$163,293
<i>(Program, Childcare & Library)</i>	
SUPPLIES TOTAL:	\$3,970
July 1 – September 30, 2015	
3-MONTH CONTRACT TOTAL:	\$167,263

- B. Contractor shall assume full responsibility for payment to sub-contractors. Contractor shall assume full responsibility for filing of any payroll or earnings reports to both state and federal agencies.

2. PAYMENT RATE

- A. Contractor shall submit a monthly invoice to County. County will pay Contractor a **FLAT MONTHLY RATE of \$54,431.16** (1/3 of the "Services Total").
- B. County will reimburse Contractor actual retail cost for supplies purchased in connection with services provided under this Agreement. Cost of supplies will not exceed \$7,940 for the term of this Agreement.
1. Requests for reimbursement of supplies must be accompanied by receipts.
 2. Contractor will include with invoice a quarterly report detailing the services provided to inmates and the number of inmates contacted and/or assisted.
- C. County will verify the amount of the invoices and pay Contractor accordingly. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- D. Contractor shall submit final bill within 30 days from expiration of this Agreement to the MCF Administrative Lieutenant or his/her designee.

ATTACHMENT I

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

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:

Joshua Cantwell

Name of Contractor(s):

Service League of San Mateo County

Street Address or P.O. Box:

727 Middlefield Road

City, State, Zip Code:

Redwood City, CA 94063

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

Signature:

Karen M. Francione, (E.D.)

Title of Authorized Official:

Executive Director

Date:

7/27/15

*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."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ProInsurance Associates, LLC - Lic#: 0G50088 504 Redwood Blvd Suite 240 Novato CA 94947		CONTACT NAME: Huong Ho PHONE /A/C No. Ext: (415) 223-5500 E-MAIL ADDRESS: huong.ho@proinsurance.com FAX (A/C No): (415) 382-0676	
INSURED Service League of San Mateo County DBA: Hope House 727 Middlefield Rd Redwood City CA 94063		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: CL1411610725	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2014-26680-NPO	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 20,000
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			2014-26680-NPO	11/14/2014	11/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
			Medical payments \$ 5,000				
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers EPL			2014-26680-DO-NPO	11/14/2014	11/14/2015	Each Occurrence 1,000,000 Annual Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of San Mateo is included as an additional insured as required by written contract or Written Agreement.

CERTIFICATE HOLDER County of San Mateo 400 County Center Redwood City, CA 94063-1662	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Hofele/JEAN <i>David M. Hofele</i>
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ADDITIONAL COVERAGES

Ref #	Description Social Services Professional Liability	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000 Occur	Limit 2 2,000,000 Agg	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Liquor Liability	Coverage Code LIQR	Form No.	Edition Date
Limit 1 1,000,000 Occur	Limit 2 1,000,000 Agg	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Improper Sexual Misconduct	Coverage Code	Form No.	Edition Date
Limit 1 1,000,00 Occur	Limit 2 1,000,000 Agg	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits (included within General Limits) - Claims Made coverage	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000 Occur	Limit 2 2,000,000 Agg	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				