Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND APPLIED SURVEY RESEARCH

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 Applied Survey Research, 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 researching, evaluating and understanding the effectiveness of grantees receiving funding from the Juvenile Justice Crime Prevention Act (JJCPA), Juvenile Probation Camp Funding (JPCF), and Youthful Offender Block Grant (YOBG) in San Mateo County.

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. <u>Services to be performed by Contractor</u>

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. <u>Payments</u>

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 **SIX HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED TEN DOLLARS (\$679,910)**. 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. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2021, through December 31, 2025.

5. <u>Termination</u>

This Agreement may be terminated by Contractor or by the Chief Probation Officer 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 (5) business days after receipt of such notice to respond and a total of ten (10) 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. <u>Contract Materials</u>

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. <u>Relationship of Parties</u>

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. <u>Hold Harmless</u>

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
- (b) Motor Vehicle Liability Insurance... \$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. <u>Non-Discrimination and Other Requirements</u>

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 in 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. <u>Compliance with County Employee Jury Service Ordinance</u>

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 (5) 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, 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. <u>Controlling Law; Venue</u>

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. <u>Notices</u>

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:	John T. Keene, Chief Probation Officer
Address:	222 Paul Scannell Drive, San Mateo, CA 94402
Telephone:	650-312-8816
Facsimile:	650-313-5597
Email:	jkeene@smcgov.org

In the case of Contractor, to:

Name/Title:	Kim Carpenter, Ph.D., Project Director, Applied Survey Research
Address:	1871 The Alameda, Suite 180, San Jose, CA 95126
Telephone:	408-247-8319
Email:	kim@appliedsurveyresearch.org

18. <u>Electronic Signature</u>

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: Applied Survey Research

Kim Carpenter Contractor Signature

10/27/2020 Date

Kim Carpenter Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Budget/Unit: 32511-5901

Exhibit A Applied Survey Research

Services

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

Applied Survey Research (ASR) is a non-profit social research firm dedicated to conducting, analyzing, disseminating, and using community-based research to help people build better communities. ASR shall provide ongoing research services to evaluate and understand the effectiveness of grantees receiving funding from the Juvenile Justice Crime Prevention Act (JJCPA), Juvenile Probation Camp Funding (JPCF), and Youthful Offender Block Grant (YOBG) in San Mateo County. The core components of services to be delivered are:

Planning and meetings

Keeping in touch with Probation Department staff, Community Based Organizations (CBOs), and the Juvenile Justice Coordinating Council (JJCC) at the defined intervals will keep ASR informed on the changing conditions and needs of these groups, as well as to provide opportunity for ASR to garner the necessary support for evaluation activities as well as to share the findings of evaluation efforts.

Data Collection, Verification, and Technical Assistance

ASR will work closely with the Probation Department and CBOs to obtain complete and accurate data to populate the comprehensive and program-level annual report templates. This effort will include quarterly checks of the data entered by CBOs into databases to minimize issues with the data pulled at the end of the year, technical assistance to troubleshoot challenges throughout the year, and cross-verification and other quality checks of multi-sourced data. Finally, ASR shall set aside a sufficient number of hours annually for updating the San Mateo Probation Youth and Family Resource Guide, as needed.

Analysis, Reporting and Dissemination

ASR's data analysts will triangulate data across sources and formats to produce the desired text, data tables, and figures for the annual reports. The report templates will adjust each year to respond to stakeholder needs and the availability of data. After a round of edits with the Department, ASR will present the annual report findings to the CBOs in October and to the JJCC in November.

Responsive Requests and Project Management

During the first two fiscal years, a majority of funds for responsive requests is allocated to new processes and reports. Subsequent fiscal years have a larger set of hours devoted to an activity or set of activities that go beyond technical assistance. These hours support additional data analysis for a deep dive study, integrating cross-sector data, a spotlight on a new innovative program or service, logic modeling, a literature review, qualitative data collection to address data gaps, data mapping or visualization, a new survey or tool, or other evaluation service as desired. A small number of hours are also set aside for internal project coordination and invoicing.

Local Action Plan 2025-2030

Lastly, a set of hours is allocated in FY2024-25 for the completion of the next Local Action Plan (LAP) report. The project plan mirrors the successful process and timeline of the 2020-2025 LAP report. The next LAP will be presented to the JJCC in May of 2025.

Services delivered will look very similar over fiscal years in order to complete the core evaluation needs of the Department. Across all quarters, ASR will provide technical assistance and data checks to ensure smooth delivery of required data elements. Quarter one of each fiscal year will also include data collection, analysis, and preparation of the annual reports; quarter two will include first drafts of the annual reports, feedback and refinement, and presentation of findings to CBOs and the JJCC; and quarters three and four will likely include a special study or responsive request, updates to the resource guide, and evaluation plan refinement for the next fiscal year.

<u>Exhibit B</u> Applied Survey Research

Payments

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. In no event shall the County's total fiscal obligation under this Agreement exceed **SIX HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED TEN DOLLARS (\$679,910)**.

Phase, Task, Deliverables	Target Dates	Rate/ Hour	Yr 1 Hours	Qtr3	Qtr4	Total
Planning and Meetings	January -June	\$125	101	\$3,375	\$9,250	\$12,625
FY launch meeting and preparations with Department staff (1.5 hrs, 3 staff)	January -March	\$125	10	\$1,250	-	\$1,250
Monthly calls with Department staff, prep and follow-up (12 @1 hr each, 3 staff)	January -June	\$125	16	\$1,000	\$1,000	\$2,000
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	January -June	\$125	27	\$1,125	\$2,250	\$3,375
Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	Feb- June	\$125	48	-	\$6,000	\$6,000
Data Collection, Verification, and Technical Assistance	January -June	\$100	56	\$2,400	\$3,200	\$5,600
Monitor and quality check grantee data collection (@12 hrs. per quarter)	January -June	\$100	24	\$1,200	\$1,200	\$2,400
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	January -June	\$100	24	\$1,200	\$1,200	\$2,400

Payment Schedule: Fiscal Year 2020-21 (January 2021-June 2021)

Update of LAP Resource Map and brief guide	Apr- June	\$100	8	-	\$800	\$800
Responsive Requests and Project Management	January -June	\$150	13	\$900	\$1,050	\$1,950
Invoicing and internal coordination (@4 hrs per quarter)	January -June	\$150	8	\$600	\$600	\$1,200
Ad hoc research and evaluation requests/enhancem ents (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	January -June	\$150	5	\$300	\$450	\$750
Subtotal	January -June	-	170	\$6,675	\$13,500	\$20,175
Indirect Costs	January -June	-	0	\$667.50	\$1,350	\$2,017.50
TOTAL			170	\$7,342.50	\$14,850	\$22,192.50

Payment Schedule: Fiscal Year 2021-22 (July 2021-June 2022)

Phase, Task, Deliverables	Target Dates	Rate/ Hour	Yr2 Hours	Qtr1	Qtr2	Qtr3	Qtr4	Total
Planning and Meetings	July- June	\$125	104	\$3,375	\$2,125	\$2,125	\$5,375	\$13,000
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	July	\$125	10	\$1,250	-	-	-	\$1,250
Monthly calls with Department staff and prep (12 @1 hr each, 3 staff)	July- June	\$125	54	\$1,125	\$1,125	\$1,125	\$3,375	\$6,750
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	July- June	\$125	32	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	Apr- June	\$125	8	-	-	-	\$1,000	\$1,000

Data Collection, Verification, and Technical Assistance	July- June	\$100	284	\$20,400	\$2,400	\$2,400	\$3,200	\$28,400
Monitor and quality check grantee data collection (@12 hrs. per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	July- Sept	\$100	180	\$18,000	-	-	-	\$18,000
Update of LAP Resource Map and brief guide	Apr- June	\$100	8	-	-	-	\$800	\$800
Analysis, Reporting and Dissemination	Aug- Nov	\$150	540	\$ 18,000	\$63,000	-	-	\$81,000
Merge and analyze data for reports	Aug- Sept	\$150	140	\$10,000	\$11,000	-	-	\$21,000
Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	July- Oct	\$150	320	\$8,000	\$40,000	-	-	\$48,000
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	Oct	\$150	40	-	\$6,000	-	-	\$6,000

Prepare and deliver PowerPoint of findings to the JJCC	Nov	\$150	40	-	\$6,000	-	-	\$6,000
Responsive Requests and Project Management	July- June	\$150	32	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Invoicing and internal coordination (@4 hrs per quarter)	July- June	\$150	16	\$600	\$600	\$600	\$600	\$2,400
Ad hoc research and evaluation requests/enhance ments (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	July- June	\$150	16	\$600	\$600	\$600	\$600	\$2,400
Subtotal	July- June		960	\$42,975	\$68,725	\$5,725	\$9,775	\$127,200
Indirect Costs	July- June		0	\$4,297.50	\$6,872.50	\$572.50	\$977.50	\$12,720
TOTAL				\$47,272.50	\$75,597.50	\$6,297.50	\$10,752.50	\$139,920

Payment Schedule: Fiscal Year 2022-23 (July 2022-June 2023)

Phase, Task, Deliverables	Target Dates	Rate/ Hour	YR3 Hours	Qtr1	Qtr2	Qtr3	Qtr4	Total
Planning and Meetings	July- June	\$125	104	\$3,937.50	\$2,687.50	\$2,687.50	\$3,687.50	\$13,000
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	July	\$125	10	\$1,250	-	-	-	\$1,250
Monthly calls with Department staff and prep (12 @1 hr each, 3 staff)	July- June	\$125	54	\$1,687.50	\$1,687.50	\$1,687.50	\$1,687.50	\$6,750
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	July- June	\$125	32	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000

Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	Apr- June	\$125	8	-	-	-	\$1,000	\$1,000
Data Collection, Verification, and Technical Assistance	July- June	\$100	260	\$16,400	\$2,400	\$2,400	\$4,800	\$26,000
Monitor and quality check grantee data collection (@12 hrs. per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	July- Sept	\$100	140	\$14,000	-	-	-	\$14,000
Update of LAP Resource Map and brief guide	Apr- June	\$100	24	-	-	-	\$2,400	\$2,400
Analysis, Reporting and Dissemination	Aug- Nov	\$150	414	\$17,600	\$44,500	-	-	\$62,100
Merge and analyze data for reports	Aug- Sept	\$150	100	\$8,000	\$7,000	-	-	\$15,000
Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	July- Oct	\$150	264	\$9,600	\$30,000	-	-	\$39,600
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	Oct	\$150	30	-	\$4,500	-	-	\$4,500

Prepare and deliver PowerPoint of findings to the JJCC	Nov	\$150	20	-	\$3,000	-	-	\$3,000
Responsive Requests and Project Management	July- June	\$150	56	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
Invoicing and internal coordination (@4 hrs per quarter)	July- June	\$150	16	\$600	\$600	\$600	\$600	\$2,400
Ad hoc research and evaluation requests/enhance ments (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	July- June	\$150	40	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Subtotal	July- June	-	834	\$40,037.50	\$51,687.50	\$7,187.50	\$10,587.50	\$109,500
Indirect Costs	July- June	-	0	\$4,003.75	\$5,168.75	\$718.75	\$1,058.75	\$10,950
TOTAL			834	\$44,041.25	\$56,856.25	\$7,906.25	\$11,646.25	\$120,450

Payment Schedule: Fiscal Year 2023-24 (July 2023-June 2024)

Phase, Task, Deliverables	Target Dates	Rate/ Hour	YR4 Hours	Qtr1	Qtr2	Qtr3	Qtr4	Total
Planning and Meetings	July- June	\$125	104	\$3,937.50	\$2,687.50	\$2,687.50	\$3,687.50	\$13,000
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	July	\$125	10	\$1,250	-	-	-	\$1,250
Monthly calls with Department staff and prep (12 @1 hr each, 3 staff)	July- June	\$125	54	\$1,687.50	\$1,687.50	\$1,687.50	\$1,687.50	\$6,750
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	July- June	\$125	32	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	Apr- June	\$125	8	-	-	-	\$1,000	\$1,000

Data Collection, Verification, and Technical Assistance	July- June	\$100	244	\$16,400	\$2,400	\$2,400	\$3,200	\$24,400
Monitor and quality check grantee data collection (@12 hrs. per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	July- Sept	\$100	140	\$14,000	-	-	-	\$14,000
Update of LAP Resource Map and brief guide	Apr- June	\$100	8	-	-	-	\$800	\$800
Analysis, Reporting and Dissemination	Aug- Nov	\$150	414	\$17,600	\$44,500	-	-	\$62,100
Merge and analyze data for reports	Aug- Sept	\$150	100	\$8,000	\$7,000	-	-	\$15,000
Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	July- Oct	\$150	264	\$9,600	\$ 30,000	-	-	\$39,600
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	Oct	\$150	30	-	\$4,500	-	-	\$4,500
Prepare and deliver PowerPoint of findings to the JJCC	Nov	\$150	20	-	\$3,000	-	-	\$3,000

Responsive Requests and Project Management	July- June	\$150	56	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
Invoicing and internal coordination (@4 hrs per quarter)	July- June	\$150	16	\$600	\$600	\$600	\$600	\$2,400
Ad hoc research and evaluation requests/enhance ments (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	July- June	\$150	40	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Subtotal	July- June	-	818	\$40,037.50	\$51,687.50	\$7,187.50	\$8,987.50	\$107,900
Indirect Costs	July- June	-	0	\$4,003.75	\$5,168.75	\$718.75	\$898.75	\$10,790
TOTAL			818	\$44,041.25	\$56,856.25	\$7,906.25	\$9,886.25	\$118,690

Payment Schedule: Fiscal Year 2024-25 (July 2024-June 2025)

Phase, Task, Deliverables	Target Dates	Rate/ Hour	YR5 Hours	Qtr1	Qtr2	Qtr3	Qtr4	Total
Planning and Meetings	July- June	\$125	104	\$3,937.50	\$2,687.50	\$2,687.50	\$3,687.50	\$13,000
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	July	\$125	10	\$1,250	-	-	-	\$1,250
Monthly calls with Department staff and prep (12 @1 hr each, 3 staff)	July- June	\$125	54	\$1,687.50	\$1,687.50	\$1,687.50	\$1,687.50	\$6,750
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	July- June	\$125	32	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	Apr- June	\$125	8	-	-	-	\$1,000	\$1,000

Data Collection, Verification, and Technical Assistance	July- June	\$100	244	\$16,400	\$2,400	\$2,400	\$3,200	\$24,400
Monitor and quality check grantee data collection (@12 hrs. per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	July- June	\$100	48	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	July- Sept	\$100	140	\$14,000	-	-	-	\$14,000
Update of LAP Resource Map and brief guide	Apr- June	\$100	8	-	-	-	\$800	\$800
Analysis, Reporting and Dissemination	Aug- Nov	\$150	414	\$ 17,600	\$ 44,500	-	-	\$62,100
Merge and analyze data for reports	Aug- Sept	\$150	100	\$8,000	\$7,000	-	-	\$15,000
Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	July- Oct	\$150	264	\$9,600	\$30,000	-	-	\$39,600
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	Oct	\$150	30	-	\$4,500	-	-	\$4,500

Prepare and deliver PowerPoint of findings to the JJCC	Nov	\$150	20	-	\$3,000	-	-	\$3,000
Responsive Requests and Project Management	July- June	\$150	56	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
Invoicing and internal coordination (@4 hrs per quarter)	July- June	\$150	16	\$600	\$600	\$600	\$600	\$2,400
Ad hoc research and evaluation requests/enhance ments (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	July- June	\$150	40	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Local Action Plan 2025-2030	Nov- May	\$150	378	-	\$10,800	\$33,750	\$12,150	\$56,700
Project Design and Management (launch, stage setting, timeline, and expectations)	Nov	\$150	32	-	\$4,800	-	-	\$4,800
Data Collection (provider survey, focus groups, key informant interviews)	Dec- Mar	\$150	200	-	\$6,000	\$24,000	-	\$30,000
Data analysis and synthesis	Mar- Apr	\$150	65	-	-	\$9,750	-	\$9,750
Local Action Plan report	Apr	\$150	65	-	-	-	\$9,750	\$9,750
Presentation to JJCC	May	\$150	16	-	-	-	\$2,400	\$2,400
Subtotal	July- June	-	1,196	\$40,037.50	\$62,487.50	\$40,937.50	\$21,137.50	\$164,600
Indirect Costs	July- June	-	0	\$4,003.75	\$6,248.75	\$4,093.75	\$2,113.75	\$16,460
TOTAL			1,196	\$44,041.25	\$68,736.25	\$45,031.25	\$23,251.25	\$181,060

Payment Schedule: Fiscal Year 2025-26 (July 2025-December 2025)

Phase, Task, Deliverables	Target Dates	Rate/ Hour	YR6 Hours	Qtr1	Qtr2	Total
Planning and Meetings	July- Decem ber	\$125	53	\$3,937.50	\$2,687.50	\$6,625
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	July	\$125	10	\$1,250	-	\$1,250
Monthly calls with Department staff and prep (12 @1 hr each, 3 staff)	July- Decem ber	\$125	27	\$1,687.50	\$1,687.50	\$3,375
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	July- Decem ber	\$125	16	\$1,000	\$1,000	\$2,000
Data Collection, Verification, and Technical Assistance	July- Decem ber	\$100	188	\$16,400	\$2,400	\$18,800
Monitor and quality check grantee data collection (@12 hrs. per quarter)	July- Decem ber	\$100	24	\$1,200	\$1,200	\$2,400
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	July- Decem ber	\$100	24	\$1,200	\$1,200	\$2,400
Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	July- Sept	\$100	140	\$14,000	-	\$14,000
Analysis, Reporting and Dissemination	Aug- Nov	\$150	414	\$17,600	\$44,500	\$62,100
Merge and analyze data for reports	Aug- Sept	\$150	100	\$8,000	\$7,000	\$15,000

Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	July- Oct	\$150	264	\$9,600	\$30,000	\$39,600
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	Oct	\$150	30	-	\$4,500	\$4,500
Prepare and deliver PowerPoint of findings to the JJCC	Nov	\$150	20	-	\$3,000	\$3,000
Responsive Requests and Project Management	July- Decem ber	\$150	8	\$600	\$600	\$1,200
Invoicing and internal coordination (@4 hrs per quarter)	July- Decem ber	\$150	8	\$600	\$600	\$1,200
Subtotal	July- Decem ber	-	663	\$38,537.50	\$50,187.50	\$88,725
Indirect Costs	July- Decem ber	-	0	\$3,853.75	\$5,018.75	\$8,872.50
TOTAL			663	\$42,391.25	\$55,206.25	\$97,597.50

Phase, Task, Deliverables	FY20-21	FY21-22	FY23-24	FY23-24	FY24-25	FY25-26	Total
Planning and Meetings	\$12,625	\$13,000	\$13,000	\$13,000	\$13,000	\$6,625	\$71,250
FY launch meeting and prep with Department staff (1.5 hrs, 3 staff)	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$7,500
Monthly calls with Department staff, prep, and follow-up (12 @1.5 hr each, 3 staff)	\$3,375	\$6,750	\$6,750	\$6,750	\$6,750	\$3,375	\$33,750
Quarterly CBO and JJCC meetings and prep (2 per quarter @2 hrs x 2 staff)	\$2,000	\$4,000	\$4,000	\$4,000	\$4,000	\$2,000	\$20,000
Create/Update Evaluation Plans for YOBG, JJCPA/JPCF	\$6,000	\$1,000	\$1,000	\$1,000	\$1,000	-	\$10,000
Data Collection, Verification, and Technical Assistance	\$5,600	\$28,400	\$26,000	\$24,400	\$24,400	\$18,800	\$127,600
Monitor and quality check grantee data collection (@12 hrs. per quarter)	\$2,400	\$4,800	\$4,800	\$4,800	\$4,800	\$2,400	\$24,000
Technical assistance for data collection/entry and evaluation support to grantees and the Department (@12 hrs per quarter)	\$2,400	\$4,800	\$4,800	\$4,800	\$4,800	\$2,400	\$24,000

TOTAL Program Budget: January 2021-December 2025

Collect and verify annual data (CANS, pre-JAIS, Units of Service) from all grantees and Department databases	-	\$18,000	\$14,000	\$14,000	\$14,000	\$14,000	\$74,000
Update of LAP Resource Map and brief guide	\$800	\$800	\$2,400	\$800	\$800	-	\$5,600
Analysis, Reporting and Dissemination	-	\$81,000	\$62,100	\$62,100	\$62,100	\$62,100	\$329,400
Merge and analyze data for reports	-	\$21,000	\$15,000	\$15,000	\$15,000	15,000	\$81,000
Prepare annual reports (2 comprehensive plus 11 grantee reports) for JJCPA/JPCF and YOBG funding streams	-	\$48,000	\$39,600	\$39,600	\$39,600	\$39,600	\$206,400
Meet with probation staff and grantees to preview data and solicit interpretation and contextualization. Make edits to reports as needed.	-	\$6,000	\$4,500	\$4,500	\$4,500	\$4,500	\$24,000
Prepare and deliver PowerPoint of findings to the JJCC	-	\$6,000	\$3,000	\$3,000	\$3,000	\$3,000	\$18,000
Responsive Requests and Project Management	\$1,950	\$4,800	\$8,400	\$8,400	\$8,400	\$1,200	\$33,150
Invoicing and internal coordination (@4 hrs per quarter)	\$1,200	\$2,400	\$2,400	\$2,400	\$2,400	\$1,200	\$12,000

Ad hoc research and evaluation requests/enhancements (creation or analysis of surveys, qualitative data collection, heat maps/data visualization, literature review, etc.)	\$750	\$2,400	\$6,000	\$6,000	\$6,000	-	\$21,150
Local Action Plan 2025-2030	-	-	-	-	\$56,700	-	\$56,700
Project Design and Management (launch, stage setting, timeline, and expectations)	-	-	-	-	\$4,800	-	\$4,800
Data Collection (provider survey, focus groups, key informant interviews)	-	-	-	-	\$30,000	-	\$30,000
Data analysis and synthesis	-	-	-	-	\$9,750	-	\$9,750
Local Action Plan report	-	-	-	-	\$9,750	-	\$9,750
Presentation to JJCC	-	-	-	-	\$2,400	-	\$2,400
Subtotal	\$20,175	\$127,200	\$109,500	\$107,900	\$164,600	\$88,725	\$618,100
Indirect Costs - 10%	\$2,017.50	\$12,720	\$10,950	\$10,790	\$16,460	\$8,872.50	\$61,810
TOTAL	\$22,192.50	\$139,920	\$120,450	\$118,690	\$181,060	\$97,597.50	\$679,910

B. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
January 1, 2021 - March 31, 2021	April 15, 2021	Service description Units of services delivered
April 1, 2021 - June 30, 2021	July 5, 2021	Service description Units of services delivered
July 1, 2021-September 30, 2021	October 15, 2021	Service description Units of services delivered
October 1, 2021 - December 31, 2021	January 15, 2022	Year One Report Service Description Units of services delivered
January 1, 2022 - March 31, 2022	April 15, 2022	Service description Units of services delivered
April 1, 2022 - June 30, 2022	July 5, 2022	Service description Units of services delivered
July 1, 2022 - September 30, 2022	October 15, 2022	Service description Units of services delivered
October 1, 2022 - December 31, 2022	January 15, 2023	Year Two Report Service description Units of services delivered
January 1, 2023 - March 31, 2023	April 15, 2023	Service description Units of services delivered
April 1, 2023 - June 30, 2023	July 5, 2023	Service description Units of services delivered
July 1, 2023 - September 30, 2023	October 15, 2023	Service description Units of services delivered
October 1, 2023 - December 31, 2023	January 15, 2024	Year Three Report Service description Units of services delivered

January 1, 2024 - March 31, 2024	April 15, 2024	Service description Units of services delivered
April 1, 2024 - June 30, 2024	July 5, 2024	Service description Units of services delivered
July 1, 2024 - September 30, 2024	October 15, 2024	Service description Units of services delivered
October 1, 2024 - December 31, 2024	January 15, 2025	Year Four Report Service description Units of services delivered
January 1, 2025 - March 31, 2025	April 15, 2025	Service description Units of services delivered
April 1, 2025 - June 30, 2025	July 5, 2025	Service description Units of services delivered
July 1, 2025 - September 30, 2025	October 15, 2025	Service description Units of services delivered
October 1, 2025 - December 31, 2025	January 15, 2026	Year Five Report Service description Units of services delivered

C. Contractor shall email copies of the original, signed invoices and activity reports to the Probation Department Fiscal Services Unit at Prob_Accounts_Payable@smcgov.org.

Performance Measures

Performance Measure	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Reports will be submitted to Probation and the JJCC by the deadlines imposed.	100%	100%	100%	100%	100%

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:	Kim Carpenter
Name of Contractor(s):	Applied Survey Research
Street Address or P.O. Box:	1871 The Alameda Ste 180
City, State, Zip Code:	San Jose, Ca 95126

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

Signature:	Kim Carpenter
Title of Authorized Official:	Project Director
Date:	October 27, 2020

*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."