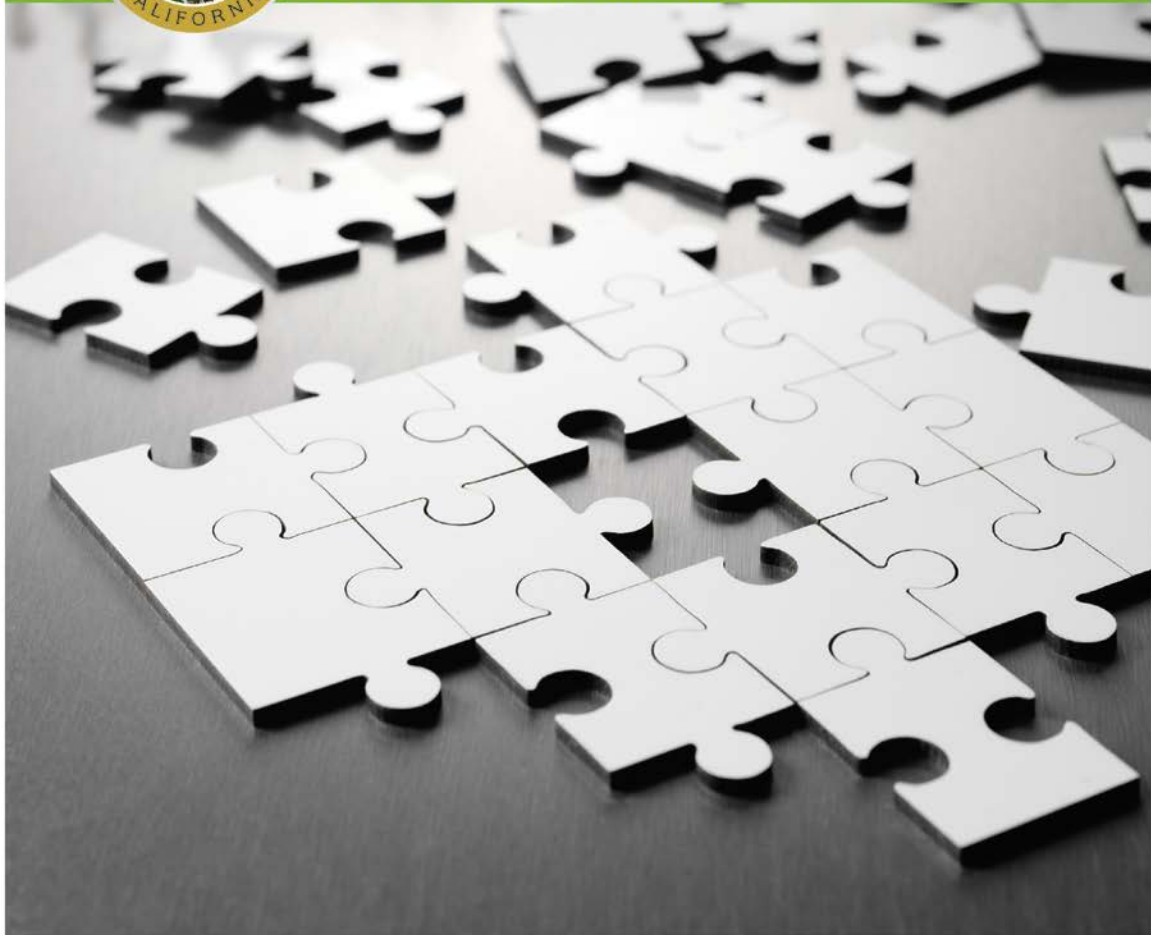




REQUEST FOR PROPOSALS

**SAN MATEO COUNTY
COMMUNITY CORRECTIONS PARTNERSHIP
COMPETITIVE GRANT PROGRAM**



BACKGROUND INFORMATION

The Public Safety Realignment Act of 2011, or AB 109, provided the framework for the transfer of responsibility and funding for various adult offender populations to counties. These include: (1) § 1170(h) mandatory supervision inmates convicted of non-serious, non-violent and non-sexual offenses who now serve their time in county jail; and (2) post-release community supervision offenders discharged from prison whose commitment offense was non-violent and non-serious.

The legislation makes available limited funding for counties to provide evidence-based programming and services that reduce recidivism rates, and otherwise, improve outcomes for offenders while ensuring public safety. Locally, the San Mateo County Community Corrections Partnership (CCP) developed a Local Implementation Plan (LIP) consisting of 12 strategies for supervising and serving the newly realigned populations. A copy of the County's LIP can be found at:

<http://probation.smcgov.org/community-corrections-partnership>

PROGRAM FUNDING

The Community Corrections Partnership has determined it is important to fund programs that reduce recidivism, meet the rehabilitative needs of the realigned populations, and are grounded in evidence-based practices. AB 109 funding is available to provide these services in 2015 and beyond to community-based organizations through the County's Community Corrections Partnership (CCP) Competitive Grant Program.

A total of \$1 million is available in FY 2015-16 through the CCP's Competitive Grant Program for program funding. Depending on program outcomes, performance and available funding, selected proposals may be considered for a second year of funding in FY 2016-17 by the County.

Community-based organizations are encouraged to partner to provide services and submit a joint application for funding.

PROPOSAL DUE DATE

Completed application forms must be received by the County Manager's Office by **5:00 p.m., Friday, April 10, 2015.**

Applications and supporting documents may be submitted electronically or via U.S. mail, private carrier or hand-delivered to:

- Email: IGPA@smcgov.org
(Please note that application packets submitted electronically cannot exceed 10MB)
- San Mateo County Manager's Office
400 County Center, 1st floor
Redwood City, CA 94063

PROGRAM DESCRIPTION

Working collaboratively with the Probation Department, the County Manager's Office and staff, the County seeks proposals from community-based organizations to provide the following targeted services:

1. Supportive Transitional Housing

Data indicates that approximately 30 percent of the County's AB 109 population is homeless/transient at some point in time during their probationary period. As the cost of housing in San Mateo County has risen, so has the need for supportive, transitional housing beds/units for this hard-to-place population who often have a history of violence, are registered sex offenders and/or suffer from co-occurring mental health and substance abuse issues. The County seeks applications from community-based organizations that can provide short-term (3 to 6 month) housing units for this population.

2. Transportation Services

The County seeks applicants from organizations that can provide transportation services to the AB 109 population. Services can include shuttle and/or van services to transport AB 109 supervisees to County provided Probation supervision appointments at County Center in Redwood City or the David E. Lewis Community Reentry Center in East Palo Alto; medical appointments at various County medical facilities and/or clinics, employment training and other supportive services at Service Connect in San Carlos.

3. Employment

The County seeks applications from community-based organizations and other County-based organizations to provide employment training services to the AB 109 population. Training services must be focused in areas of employment opportunities that can provide clients who successfully complete the training program with a livable wage. Training and apprentice opportunities in the trades (e.g., construction, electrical, plumbing, etc.) are particularly sought, as are those focused on emerging sectors such as energy, environment and green technologies.

4. Innovative Programs/Services

The County seeks applications from community-based organizations focused on providing innovative programs and/or services to the AB 109 populations, particularly those focused on addressing currently unmet needs. Innovative applications for the purposes of this grant work can be broadly construed to include recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to conclude the success was due to the program or that it is likely to work if carried out in the applicant's circumstances.

GRANT REQUIREMENTS

1. Applicants must be a nonprofit corporation, a for-profit entity, or a public entity. These include a 501(c)(3) or 501(c)(4).
2. All agencies must be based in San Mateo County.

3. Be able to fulfill all contract requirements as specified in the Long Form Agreement template (Attachment #1), including indemnification and insurance requirements.
4. Provide services at a reasonable cost and begin providing services on July 1, 2015.
5. Conduct real-time client services reporting requirements using County performance management software.
6. Be able to meet performance goals and measures.
7. Be able to maintain adequate files and records and meet reporting requirements.
8. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
9. Propose to, and be able to, provide all paid services.
10. Ensure that all staff members who work with participants have passed a criminal background check.
11. Applications must be received/ delivered by the deadline of 5:00 p.m., Friday, April 13, 2015.
12. Meet all other requirements listed in this RFP.

APPLICATION REVIEW AND EVALUATION PROCESS

Proposals will be evaluated by a County staff advisory group with public safety realignment and reentry issue expertise. The County intends to evaluate the proposals generally in accordance with the criteria itemized below.

Evaluation Criteria

- Clarity of program/service proposal.
- Demonstration that the proposed program/service is directly linked to the implementation of evidence-based practices and strategies that reduce recidivism.
- Measurable outcomes with benchmarks.
- Partnerships.
- Innovative/promising strategies that may contribute to system change.
- Demonstrate organizational capacity, staffing, leadership, and operational and fiscal management
- Track record of program or service area or content expertise.

EVIDENCE-BASED PROGRAMS, PRACTICES AND STRATEGIES

The following information is offered to help applicants in understanding the CCP's broad view of evidence-based practices:

The concept of evidence-based practices was developed outside of the criminal justice arena and is commonly used in other applied fields such as medicine, nursing, and social work. In criminal justice, this term marks a significant shift by emphasizing measurable outcomes and ensuring services and resources are actually effective in promoting rehabilitation and reducing recidivism. On a basic level, evidence-based practices include the following elements:

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involves using research-based and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four principles of effective intervention:

- A. Rick Principle—focuses attention on the crucial questions of WHO is being served and calls for targeting higher risk offenders.
- B. Need Principle—requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
- C. Treatment Principle—conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
- D. Fidelity Principle—draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes, but is not limited to:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs/responsivity assessment tools;
- Data collection and analysis;
- Use of case management strategies;
- Use of programs known to produce positive criminal justice outcomes;
- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs, service delivery, and policies;
- A “systems change approach” to develop collaborations so tasks, functions and sub-units work effectively together and not at cross purposes; and
- A focus on sustainability.

SUMMARY OF KEY DATES

ACTIVITY	TIMELINE
Evidence-Based Practices Training and Community Corrections Partnership (CCP) Grant Workshop	March 9, 2015
Release of Request for Proposals (RFP)	March 9, 2015
Grant Applications Due to County Manager’s Office	April 10, 2015
County Application Review	April 14-22, 2015
Applicant Notification of Funding Determinations	April 23-24, 2015
Contract Negotiations & Development	April 27-May 22

Board Approval of Contracts	June 16, 2015
Contract Start Date	July 1, 2015

APPLICATION INSTRUCTIONS

Applicants must: 1) complete the CCP FY 2015-16 Competitive Grant Program Application Form (included separately), 2) provide a Line Item Budget of the proposed program/services, and 3) attach requested financial and agency information, as detailed on Page 4 of the Application Form.

The following information is intended to assist applicants with completing the *Program Detail/Narrative Section* of the Application Form:

1. Program Plan

The grant application must include a program and/or service plan that indicates the applicants have carefully considered a comprehensive plan to meet the goals and objectives of this grant program.

2. Implementation Strategy and Timeline

Describe the proposed program and/or service, including an implementation strategy and timeline.

3. Collaborative Partners

List the program and/or service agency partners, including any other agencies, nonprofits, schools and/or faith-based organizations. As identified in the Local Implementation Plan, describe how these agencies will collaborate in the implementation of the proposed program and/or project. Describe the partners' roles and responsibilities, and if applicable, the agencies' past collaborative experiences with County departments.

4. Qualifications and Capacity

Describe the collaborating agencies' qualifications for providing the proposed services, experiences with the model being implemented and past work with the target populations. Describe the agencies' organizational capacity and ability to support the success of the proposal. Identify the key staff that will oversee the program and/or project and detail their qualifications. If using consultants and/or volunteers, provide a description of their roles.

5. Project Impact and Outcome

Describe how this new program and/or service will lead to helping reduce the County's recidivism rate and lead to successful reentry of the target population(s).

6. Evidence-Based

Describe the evidence-based practice(s) that will be utilized. Please provide citation of research. Include well-tested models that can be scaled and/or demonstration pilots that are informative and can be replicated.

7. Demonstration or Innovation

If your project and/or service are a demonstration and/or innovation, please describe why it is new and different. Describe the anticipated measurable outcome(s).

APPLICATION CHECKLIST & CONTACT INFORMATION

- Completed CCP FY 2015-16 Competitive Grant Program Application Form.

- Completed Line Item Budget for proposed program/services and applicant financial and agency information, including: 1) year-to-date financial statements, 2) most recent financial audit or year-end financial statement, and 3) agency organizational chart.

Although County Manager's Office staff cannot assist grant applicants with the actual preparation of the application, any questions concerning the application process, programmatic issues, or clarification on the information contained in the RFP may be submitted by phone, fax, or email to:

Connie Juarez-Diroll, Legislative Director
County Manager's Office
Phone Number: 650-599-1341
Fax Number: 650-363-1916
Email: CJuarez-Diroll@smcgov.org

All materials related to this RFP can be accessed at the Community Corrections Partnership's website at:

<http://probation.smcgov.org/community-corrections-partnership>

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
[Contractor name]**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and [Contractor name here], 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 [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO 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 H—HIPAA Business Associate Requirements *(**complete HIPAA checklist if unsure and delete if not needed; contact County Counsel with questions**)*

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property *(**if the IP Attachment does not apply to this contract then delete this line**)*

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. 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 [Write out amount] (\$Amount).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year], through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head], or his/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 County and shall be promptly delivered to County. Upon termination, 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

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

7. Hold Harmless

7.1 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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used

by County in a manner prohibited by this Agreement.

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.

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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of 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 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.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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. 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.
 - 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 Contractor shall

comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- 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. *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 the following:
- 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; 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

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.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

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 Contractor shall be subject to the examination and/or audit of 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 upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, 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.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

16. Notices

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

In the case of County, to:

Name/Title:
Address
Telephone:
Facsimile:
Email:

In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. 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

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date: _____

(Revised 7/1/13)

Exhibit A

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

Exhibit B

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