

**COUNTY OF SAN MATEO**  
**Departmental Correspondence**

**Date:** July 11, 2001

**Hearing Date:** July 31, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen D. Borland, Director, Human Services Agency *MB by AND*  
Yvonne Frazier, Administrator, Alcohol and Drug Services *YF*

**SUBJECT:** Agreement with El Concilio of San Mateo County for Alcohol and Drug Prevention Services for the One-Year Period 7/1/2001 Through 6/30/2002

**RECOMMENDATION:**

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with El Concilio of San Mateo County (El Concilio) in the amount of \$114,620 for the one-year period 7/1/2001 through 6/30/2002; and
- 2) authorizing the Director of the Human Services Agency to execute amendments and minor modifications during the term of the agreement, however, such authority is limited to:
  - a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
  - b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
  - c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.

**Background:**

The State allocates funds to counties through a combined Drug/Medi-Cal (D/MC) and Negotiated Net Amount (NNA) contract for alcohol and drug prevention and treatment services. The agreement with El Concilio contains services funded through the NNA portion which contains funding from State general funds, Federal block grant funds and drug-free school funds.

In FY2000-2001 the Board of Supervisors approved a one-year agreement with El Concilio to provide alcohol and drug prevention services. Alcohol and Drug Services recommends

contracting with El Concilio to continue providing services throughout FY2001-2002.

As the Human Services Agency's Outcome Based Management pilot program, Alcohol and Drug Services developed performance measures for both treatment and prevention services and collected baseline data from contracted treatment and prevention programs throughout FY2000-2001. In addition, during FY2000-2001, the Human Services Agency (HSA) initiated a dialogue on designing a more coordinated and collaborative approach to providing its prevention services. The HSA will facilitate planning efforts throughout FY2001-2002 while continuing to provide its current continuum of contracted alcohol and drug prevention services.

**Discussion:**

The Contractor will provide outreach and education about alcohol and drug issues, and information about available services in the North Fair Oaks area of Redwood City as well as locations in San Mateo, South San Francisco and East Palo Alto. In addition, the Contractor will initiate and facilitate "community conversations" with groups of North Fair Oaks area residents, provide environmental prevention workshops, and create a youth theater group as a joint project with Barrios Unidos. The theater group will present skits and plays addressing relevant youth issues to middle and high-school age youth. El Concilio will provide community-based HIV testing and/or access to HIV testing, as well as referrals to alcohol and drug treatment programs for North Fair Oaks area residents.

Outcome measures for alcohol and drug prevention services are included in the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Progress on data collection and projected targets for FY2001-2002 is summarized in the attached chart.

The agreement and resolution have been reviewed and approved as to form by the County Counsel's office.

**Term and Fiscal Impact:**

The term of this one-year agreement is from July 1, 2001 through June 30, 2002. The total contract obligation is \$114,620, which is from State and Federal block grant funds included in the FY2001-2002 preliminary budget for Alcohol and Drug Services. There is no Net County Cost associated with this contract.

Esther Lucas, ext. 6432  
cc: Deborah Penny Bennett, Deputy County Counsel

**Performance Measures for Alcohol and Drug Services**

Alcohol and Drug Services is in compliance with the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Below are the Recommended Performance Measures included in the OBM Plan.

**Alcohol and Drug Prevention Services**

<b>Outcome-Based Management Performance Measures</b>	<b>Projected for FY2000-2001</b>	<b>FY 2000-2001 Baseline Data*</b>	<b>Projected for FY 2001-2002</b>
Number of participants served in: A) school linked programs B) education/outreach programs C) youth development programs	A) 459 B) 19,530 C) 445	A) 597 B) 24,472 C) 656	A) 460 B) 19,550 C) 450
Number of participants participating in cognitive skill building (tutoring/education, problem solving/decision making/critical thinking, communication and leadership development).	20,434	25,725	20,460
Percentage of participants completing the program demonstrating increased achievement motivation	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating a positive view of personal future	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating increased planning and decision making skills	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of youth (Grade 6 and above) completing the program reporting abstinence of reduction in the use of alcohol, tobacco, and/or other drugs	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.

\*Based on year-to-date figures as of third quarter ending 3/31/01.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH EL CONCILIO OF SAN MATEO COUNTY FOR THE PROVISION OF ALCOHOL AND DRUG PREVENTION SERVICES FOR THE ONE-YEAR PERIOD 7/1/2001 THROUGH 6/30/2002; AND AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS DURING THE TERM OF THE AGREEMENT, HOWEVER, SUCH AUTHORITY IS LIMITED TO:

- A) REDUCING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE REDUCTION IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE OR THE TYPES OF SERVICE PROVIDED BY CONTRACTOR,
- B) INCREASING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE INCREASE IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE AND/OR THE TYPES OF SERVICES PROVIDED BY CONTRACTOR, HOWEVER, SAID INCREASE(S) SHALL BE LIMITED TO A TOTAL OF \$25,000, AND
- C) MAKING CHANGES IN THE TYPES OR UNITS OF SERVICE PROVIDED BY CONTRACTOR, AS LONG AS THE CHANGES HAVE NO IMPACT ON THE COUNTY'S MAXIMUM FISCAL OBLIGATION.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into said Agreement:

NOW, THEREFORE IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

BE IT FURTHER RESOLVED, that the Director of the Human Services Agency shall be authorized to execute subsequent amendments and minor modifications thereto during the term of the Agreement, however, such authority is limited to:

- a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
- b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
- c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO**

**AND**

***EL CONCILIO OF SAN MATEO COUNTY***  
**For the Period of**

***July 1, 2001 through June 30, 2002***

Agency Contact:  
***Esther Lucas***  
***Human Services Analyst***  
***(650) 802-6432***

**AGREEMENT WITH  
EL CONCILIO OF SAN MATEO COUNTY  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and EL  
CONCILIO OF SAN MATEO COUNTY, 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/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention services; in accordance with **State and Federal laws, regulations and funding mandates.**

The following exhibits and attachments are attached hereto and incorporated by reference therein.

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

1. **Exhibits and Attachments**

Exhibit A: State NNA Funded Prevention Services and Rates of Payment for those Services.

Exhibit B: **Outcome Based Management and Budgeting Responsibilities.**

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Certification Form

Attachment 3: Payment Procedures

Attachment 4: Monitoring Procedures

Attachment 5: Program Specific Requirements

Attachment 6: Equal Benefits Compliance

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in the Exhibits and Attachments attached and incorporated by reference.

3. **Payments.**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FOURTEEN

THOUSAND SIX HUNDRED TWENTY DOLLARS (\$114,620) for the contract term.

B. **Rate of Payment.** The rates and terms of payment shall be specified in the **Exhibits and Attachments**. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the established rates be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3.A. above. Each payment shall be conditioned on the satisfactory performance of the services described in the **Exhibits** to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of the **Exhibits and Attachments**. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

**In order to ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15<sup>th</sup>) day of each month.**

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate or pay County the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever, including, but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

E. **Program Budget.**

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. Said budget shall be subject to the approval of the Human Services Agency. Actual expenditures may exceed budgeted expenditures to the extent that actual income exceeds budgeted income.

2. Transfers between personnel and operating expenses that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3.A. hereinabove or TEN THOUSAND DOLLARS (\$10,000), whichever is less, of the annual budget for contracted services may be made only upon prior authorization of the Alcohol and Drug Services Manager.

4. **Relationship of Parties.**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless.**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

6. **Insurance.**

A. 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 the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency or 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 life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake



self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her/it 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 himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability... ..\$ 2,000,000
- (b) Automobile Liability.....\$ 2,000,000
- (c) Professional Liability.....\$ -0-

After one year from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

7. Non-Discrimination.

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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 contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an

equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. 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:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are

dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.**

**9. Child Abuse Prevention, Reporting and Fingerprinting Requirements. Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:**

**A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.**

**B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.**

**C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who will have a supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.**

**D. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program.**

**E. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.**

10. Assignments and Subcontracts.

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. Records.

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. Compliance with Applicable Laws.

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Entire Agreement.

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. **This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.**

15. **Interpretation and Enforcement.**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
  
El Concilio of San Mateo County  
Nuestro Canto de Salud  
1419 Burlingame Ave, Suite N  
Burlingame, CA 94010

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

16. **Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement for alcohol and drug recovery services the term of this Agreement shall be from July 1, 2001, through June 30, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors

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

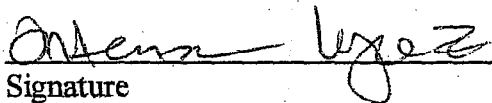
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

EL CONCILIO OF SAN MATEO COUNTY

Ortensia Lopez, Executive Director  
Name, Title - Print

  
Signature

Date: July 10, 2001

Contractor's Tax I.D. # 94-2772110

**EXHIBIT A**  
**El Concilio of San Mateo County**  
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services**  
**July 1, 2001 through June 30, 2002**

Contractor will provide the following alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

**I. Prevention Services:**

Contractor will provide a community alcohol and drug prevention program called Nuestro Canto de Salud.

**A. Outreach and Education:**

1. Identify sites for providing outreach and education. These are locations where the public is likely to be involved in alcohol and/or drug use and where services are least available for the target population.
2. Select four (4) of the sites identified in Section I.A.1. of Exhibit A to be utilized by Contractor as contact points for outreach. Site locations will include, but not be limited to the cities of Redwood City, San Mateo, South San Francisco, and East Palo Alto.
3. Provide the following services at the selected sites and in the North Fair Oaks (NFO) area:
  - a) Outreach and education about alcohol and drug issues, and information about available services to one thousand (1,000) individuals.
  - b) Provide four Alcohol and Other Drug (AOD) environmental prevention workshops.
  - c) Schedule a minimum of twelve (12) "community conversations" and events, with residents of NFO to address AOD, environmental, violence and related issues with the NFO Coalition.
    - 1) Each of the "community conversations" and events will be one (1) to two (2) hours in length with twenty-five participants from the NFO community.
  - d) Participate in a joint project with Barrios Unidos (BU) to create a theater group that will work on skits and plays addressing relevant youth issues such as AOD use, violence, racism and/or homophobia. The theater group will provide one (1) performance. Target audience will be middle- and high-school age youth, including youth in Juvenile Hall, local schools, and the Boys and Girls Club programs.

B. HIV Testing and AOD Referrals and Questionnaires:

Contractor will provide the following community-based alcohol and drug prevention activities in the North Fair Oaks area of Redwood City:

1. Provide HIV testing and/or access to HIV testing for 50 NFO residents.
2. Refer 25 NFO residents to AOD treatment centers and/or provide referrals to related services such as housing, mental health and legal services.
  - a. Provide follow-up to referrals, including client and agency contact; provide additional referrals as needed.

C. Provide a series of twenty (20) AOD education group sessions to a minimum of ten (10) out-of-treatment AOD users.

D. Prevention Hours of Staff Availability:

Provide two thousand nine hundred sixty-one (2,961) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time, and record keeping time.

II. Planning Process for Prevention Services

**Contractor will participate in a planning process, to be initiated and facilitated by Human Services Agency staff, to design a coordinated multi-disciplinary approach to providing prevention services. Participation may include but is not limited to the following:**

1. **Collecting and sharing information about the level and quality of services Contractor provides.**
2. **Attending planning meetings pertaining to design of the Human Services Agency's prevention services delivery system.**
3. **Participating in efforts to form linkages with other service providers, collaboratives and/or Family Resource Centers.**

III. Rates of Payment:

**Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NNA alcohol and drug prevention services provided by Contractor:**

- A. **County shall pay Contractor NINE THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS AND SIXTY-SEVEN CENTS ( \$9,551.67) per month, not to exceed a maximum contract obligation of ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY DOLLARS (\$114,620) for the term of the Agreement.**



B. All payments under this Agreement must directly support services specified in this Agreement.

**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**EL CONCILIO OF SAN MATEO COUNTY**  
**July 1, 2001 through June 30, 2002**

**Contractor's Responsibilities:**

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

**Human Services Agency's (HSA) Responsibilities:**

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees 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.

Ortensia Lopez

Name of 504 Person - Type or Print

EL CONCILIO of San Mateo County - 1419 Burlingame  
Name of Contractor(s) - Type or Print Street Address or P.O. Box Ave 500

Burlingame Ca. 94010  
City State Zip Code

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

7/10/01  
Date

Ortensia Lopez

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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."

ATTACHMENT 2

**FINGERPRINTING CERTIFICATION FORM**

Agreement with

El Concilio of San Mateo County

Name of Contractor

for

Alcohol and Drug Prevention

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that its employees, subcontractors, assignees, volunteers and any other persons who work at the program and/or provide services under this agreement, and who will have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program.
- C. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this Agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

Antonia Lopez  
Name (Signature)

EXECUTIVE DIRECTOR  
Title

7/10/01  
Date

**ATTACHMENT 3**

**Payment Procedures  
EL CONCILIO OF SAN MATEO COUNTY  
July 1, 2001 through June 30, 2002**

**I. PAYMENTS:**

- A. In the event that Contractor provides less than all services specified in the **Exhibits**, County reserves the right to pay only for the actual services provided plus an additional ten percent (10%) of the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement, subject to Paragraph I.B. of this Attachment. The payment of the additional ten percent (10%) of the maximum contract obligation will compensate Contractor for maintaining the program on a continuous basis. County shall bear no other responsibility to compensate Contractor for that service. In no event will the total payments to Contractor under this Agreement exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement.
- B. Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual net allowable costs will be determined by the final/year-end Cost Report.
1. Contractor will submit to County for review and approval an annual budget covering all contracted services under this Agreement. The budget will be submitted prior to execution of this Agreement.
  2. Contractor will submit to County a final/year-end Cost Report no later than **August 15, 2002**.
  3. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Manager. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.
- C. County will pay Contractor upon Contractor's timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.
1. County may withhold all or part of Contractor's monthly payment if

**Contractor fails to submit timely satisfactorily completed reports, including but not limited to the following. This may apply to previous contract periods. County will release withheld payments to Contractor when County determines that Contractor has satisfactorily submitted all required documents.**

- a. **annual budget proposal**
  - b. **cost allocation plan**
  - c. **Prevention Activities Data System (PADS)**
  - d. **quarterly revenue, expenditure and units of service reports**
  - e. **monthly activity reports including monthly hours of staff availability**
  - f. **quarterly narrative report**
  - g. **outcome objectives data/report**
  - h. **final/year-end cost report**
2. **County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within thirty (30) days of receipt of corrected invoice and/or supporting documentation.**
3. **County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in the Exhibits and attachments to this agreement.**
- a. **County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.**
  - b. **If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.**
4. **When County plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:**
- a. **Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.**

- b. Federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
5. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.
6. **If Contractor anticipates inability to provide the fully contracted units of service for one or more cost centers, Contractor must notify the Alcohol and Drug Services Manager, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2002.**

attach3.wpd

**ATTACHMENT 4**  
**Monitoring Procedures**  
**EL CONCILIO OF SAN MATEO COUNTY**  
**July 1, 2001 through June 30, 2002**

**I. CONTRACTOR'S RESPONSIBILITIES:**

**A. Reporting Requirements for Alcohol and Drug Prevention Services:**

1. **Submit to County monthly activity report for prevention services describing actual delivery of services provided, and the monthly demographic report. Submit report within ten (10) calendar days after the end of each month.**
2. **Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.**
3. **Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.**
4. **Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Manager or her designee.**
5. **Submit to County annual Prevention Activities Data System (PADS) report. Submit the PADS to the County no later than June 30, 2002.**
6. **Participate in, and cooperate with policies and procedures established for the timely submissions of the Prevention Activities Data System (PADS), and other reports, as specified in this Attachment.**



## II. COUNTY'S RESPONSIBILITIES:

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to, the following:
1. Monthly reports.
  2. Financial reports such as annual budgets, cost allocation plans, and cost reports.
  3. Quarterly Expenses, Revenues and Units of Service reports.
  4. Quarterly narrative reports.
  5. Outcome data/reports.
  6. Other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to, the following tasks:
1. Review of all pertinent participant records.
  2. Appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.

6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attach4.wpd

ATTACHMENT 5

**Program Specific Requirements  
EL CONCILIO OF SAN MATEO COUNTY  
July 1, 2001 through June 30, 2002**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS:**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
  
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
  
- C. Subcontracting requirements:
  - 1. Pursuant to **Paragraph 10** of this Agreement hereinabove, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee.
  
- D. **If Contractor subcontracts for any services under this agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this agreement. Contractor and county will be listed as additional insured on all applicable insurance of subcontractor.**

**II. ADMINISTRATIVE REQUIREMENTS FOR PREVENTION PROGRAMS:**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to, the following:
  - 1. Sign-in sheets
  - 2. Activity logs
  
- B. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities.
  
- C. All documentation necessary to report on progress toward outcome objectives of services specified in Attachment 4.

D. Other documentation and statistical information as determined by the Alcohol and Drug Services Manager in consultation with Contractor.

E. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Manager or her designee.

### III. PROGRAM CERTIFICATION

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

#### A. Program Requirements:

1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
2. Make use of available community resources, including recreational resources.
3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

#### B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) Non-English speaking
    - 2) Hearing impaired

- 3) Physically impaired
- 4) Gay/lesbian
- 5) Elderly (for adult services)
- 6) Pregnant women
- 7) HIV-positive
- 8) **Persons with co-occurring disorders**
- 9) Diverse cultures

2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.

C. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Manager, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

D. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements **including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal**

**Contract** that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.

2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
  - f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
  - g. A confidentiality policy that complies with all applicable laws, including the following:

- 1) Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulation Part 2, entitled, "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule."
  - 2) California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
- 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Manager).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a) When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b) When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the Alcohol and Drug Services Manager, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.



#### IV. FISCAL CERTIFICATIONS

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit, Contractor shall promptly refund to County, upon County's request, the amount to be withheld, or County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs's Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Manager, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Manager may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
  1. **Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.**
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General,

covering all County programs.

3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 4, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than **ninety (90) days** after termination of this Agreement. Contractor may submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. **Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.**
1. **County has the option to retain ownership of capital equipment purchased with contract funds.**
- F. Contractor will spend no contract funds on fundraising.
- G. Contractor will notify County upon Contractor's program's receipt of any donation valued at TWO THOUSAND DOLLARS (\$2,000) or more.

#### VI. UNUSUAL INCIDENTS POLICY

Contractor shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Manager, within three (3) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to the following:

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: EL CONCILIO OF SAN MATEO COUNTY
Contact Person: ORTENSIA LOPEZ
Address: 1419 BURLINGAME AVENUE, SUITE N
BURLINGAME, CA 94010
Phone Number: (650) 373-1080 Fax Number: (650) 373-1090

II Employees

Does the Contractor have any employees? [x] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes [x] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [ ] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 24th day of MAY, 2001 at BURLINGAME, CALIFORNIA
(City) (State)

Signature (Handwritten: Ortensia Lopez)

ORTENSIA LOPEZ
Name (Please Print)

EXECUTIVE DIRECTOR
Title

94-2772110
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: July 10, 2001  
TO: Priscilla Morse, Risk Manager  
FROM: Esther Lucas FAX: 802-6440; Pony: HSA202PE; Phone: 802-6432  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: El Concilio of San Mateo County

DO THEY TRAVEL: yes

PERCENT OF THE TIME 5%

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Provides alcohol & drug environmental prevention services to communities in San Mateo County

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	-0-	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Renewal

Priscilla Morse  
Signature

SUBMIT TO RISK MANAGEMENT

PONY EPS-163

FAX 363-4864

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/14/01

**PRODUCER**  
HRH of Central California 11  
P O Box 40022  
Fresno, CA 93755-4022  
559.432-1800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
El Concilio Of San Mateo County  
1419 Burlingame Ave. Suite N  
Burlingame, CA 94010

INSURER A: Great American - Non Profit  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PAC225449903	05/29/01	05/29/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP344859701	05/29/01	05/29/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 The County of San Mateo, its employees and agents are named Additional Insured arising out of the performance of their agreement as per the attached CG2026 form.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
County Of San Mateo Human Services Agency Attn: Evelyn Clark 400 Harbor Blvd Belmont, CA 94002-4047		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Johnnie H. Steinert</i>

POLICY NUMBER: PAC225449903

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County Of San Mateo  
Human Services Agency  
Attn: Evelyn Clark  
400 Harbor Blvd  
Belmont, CA 94002-4047

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

The County of San Mateo, its employees and agents are named Additional Insured arising out of the performance of their agreement as per the attached CG2026 form.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE HOLDER COPY

**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND** CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JULY 11, 2001

GROUP: 000469  
POLICY NUMBER: 1571-2001  
CERTIFICATE ID: 31  
CERTIFICATE EXPIRES: 07-01-2002  
07-01-2001/07-01-2002

HUMAN SERVICES AGENCY  
ATTN JANE MARKS  
400 HARBOR BL BLDG C  
BELMONT CA 94002

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated:

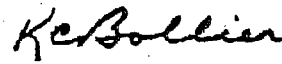
This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

EMPLOYER

HISPANIC CONCILLO OF SAN MATEO COUNTY (A NON-PROFIT CORPORATION)  
1419 BURLINGAME AVE STE N  
BURLINGAME CA 94010