



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**ALLEN/LOEB ASSOCIATES**

**For the Period of**

*September 30, 2001 through September 29, 2004*

Agency Contact:

*Jane Marks*

*Human Services Analyst*

*(650) 802-6418*

**AGREEMENT WITH  
ALLEN/LOEB ASSOCIATES  
FOR ALCOHOL AND DRUG RECOVERY SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and  
ALLEN/LOEB ASSOCIATES, 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 recovery 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: Center for Substance Abuse Treatment (CSAT) Funded Services and Rates of Payment for those Services.

Attachment 1: Compliance with Section 504

Attachment 2: Equal Benefits Compliance

Attachment 3: Fingerprinting Compliance

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

In consideration of the payments set forth in Exhibit A herein, Contractor shall perform alcohol and drug treatment services as set forth in Exhibit A attached and incorporated by reference.

**3. Payments.**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$151,500) for the contract term.

**B. Rate of Payment.** The rates and terms of payment shall be specified in Exhibit A herein. 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 Exhibit A herein 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 Exhibit A herein. 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. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) 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.....\$Waived
- (b) Automobile Liability.....\$Waived
- (c) Professional Liability.....\$Waived

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. 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.

**E. 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. **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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by 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 or 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. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incomparable with this employment.

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.

**9. 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.

**10. 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.

**11. 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.

**12. Entire Agreement.**

A. 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.

B. 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.

**13. 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:

County of San Mateo, Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002

(2) In the case of Contractor, to:

Allen/Loeb Associates  
411 Maitland Road  
Pacifica CA 94044

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.

**14. Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 30, 2001, through September 29, 2004. 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: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

ALLEN/LOEB ASSOCIATES

*Peter Loeb*

\_\_\_\_\_  
Name, Title - Print

*Peter Loeb*

\_\_\_\_\_  
Signature

Date: 1/16/02

Contractor's Tax I.D. # 94-3002594

**EXHIBIT A**  
**Center for Substance Abuse Treatment (CSAT) Funded**  
**Alcohol and Drug Treatment Evaluation Services and Payments**  
**ALLEN/LOEB ASSOCIATES**  
**September 30, 2001 through September 29, 2004**

Contractor will provide the following services in accordance with the guidelines and requirements of the Catalog of Federal Domestic Assistance Number TI-01-006; the Grant Award No. 1 U79 TI13033-01, Title: San Mateo County Homeless and Substance Abuse Services, dated September 28, 2001, (hereafter referred to as the CSAT grant) which is the sole funding source for these services; and the PHS Grants Policy Statement, and all requirements in the Guidance for Applicants (GFA) document. Contractor will provide the following alcohol and drug treatment evaluation services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will work in collaboration with Alcohol and Drug Services, Project Ninety, Inc., Service League of San Mateo County, the Office of Housing, and three homeless shelters (Safe Harbor, Maple Street, and Clara-Mateo).

**I. EVALUATION SERVICES:**

Contractor will provide evaluation and related services required by the thirty-six month CSAT grant. The Alcohol and Drug Services Evaluation Plan submitted to, and accepted by CSAT is deemed to be the "Evaluation Plan", unless modified in writing by Alcohol and Drug Services. This CSAT grant provides funding for evaluation to assess the results of the addictions treatment for the homeless project, and recommend course adjustments when necessary. Contractor's services will include, but not be limited to the following:

**A. Quarterly Evaluation Reports:**

Evaluation reports will be prepared quarterly, and will be incorporated into the required Center for Substance Abuse Treatment (CSAT) evaluation reports. Quarterly evaluation reports will be due one month after Contractor receives the required data. Evaluation reports will include process and outcome evaluation, and interpretation of the quantitative data. Evaluation reports will be submitted to CSAT after review by the County Alcohol and Drug Services Administrator or her designee. Contractor will provide the following:

1. Data collection by visiting service sites, attending project meetings, and collecting written and electronic data from the County. Consent and confidentiality requirements will be strictly observed.
2. Contractor will provide support and oversight to project staff in the collection of numeric process data and scores on the instruments used. The Contractor will regularly assemble the numeric data and analyze it, using software designed for professional statistical analysis (i.e., SPSS

programs). Where useful, numeric process data will be tabulated and displayed using Excel. Qualitative data will be collected by observations, interviews, and focus groups, and reported in the form of a narrative. Evaluation report will be made semi-annually or more often as requested by the County. Contractor will attend CSAT grantee meetings as necessary.

B. Process Evaluation:

1. Contractor will track the implementation of the project components and document the project activities and services delivered. Through use of client records entered into the project database, this process will also give an exact count of the number of persons served by the different components of the project and their demographics, enabling the County and CSAT to identify and solve implementation problems and track the quantity of services provided. Resulting qualitative data will be incorporated into the process reports.
2. Contractor will document, through narrative report, the development and implementation of the new assessment/case management system and residential treatment services funded by the grant. The reports will describe barriers encountered in the project implementation and delivery of services and steps taken to overcome the barriers.
3. Contractor will produce semi-annual reports on:
  - a) project demographics, substance abuse history, and other characteristics of interest; and
  - b) service amount and patterns, including referral patterns.
4. Provide data which will also support investigation into correlations of outcomes by service type and amount, and other characteristics. For example, Contractor may investigate how outcome is related to characteristics of any particular group of participants. If outcomes are found to be less positive for some populations, the project may need improvement in cultural competence. Should such results be found, further investigation, including comparing results while controlling for substance abuse history and other potential confounding variables, will be undertaken and the results reported to the Project Director (Alcohol and Drug Administrator) and CSAT.

C. Qualitative Evaluation:

1. Contractor will interview project and provider staff regularly, attend staff meetings, visit project sites at the shelters and treatment providers programs, conduct biannual focus groups with clients at the shelters, and

review meeting minutes and other project documents. Preliminary evaluation reports will be presented to project clients in summary form and their feedback will be requested through focus group meetings. Clients will be invited to comment on all aspects of the project including project services, and their experience with data collection, instruments, and interviews. Clients' perspectives on interpretation of the findings and other qualitative data they offer, will be recorded and presented as part of evaluation reporting. Interim evaluation findings will be fed back to the project to improve the quality of services. Client focus groups will provide data on the clients' perception of the project, including its cultural competence, and ensure that their perceptions are included in the project as it evolves.

2. The qualitative evaluation will enable the evaluator to document, through narrative report, the development and implementation of the integrated homeless and substance abuse treatment system. The reports will describe barriers encountered in project implementation and delivery of services and how they were overcome.

D. Outcome Evaluation:

The outcome evaluation will assess treatment effectiveness and treatment efficiency through the Addiction Severity Index (ASI), urinalysis results, client retention data, and the Government Performance Results Act (GPRA) tool. Through analysis of project client data and California Alcohol and Drug Data System (CADDSS) data, the project will measure the increase in substance abuse treatment services for homeless clients. The evaluation will follow up clients at six (6) months and one (1) year after intake to obtain longer term outcome data. Follow-up will be by telephone and mail, using client locator forms completed at intake, requesting clients to meet in person to complete the measures (ASI and the GPRA) in return for incentives of \$20 per data collection.

E. Meetings and Coordination:

Contractor will attend project oversight team meetings and periodically visit treatment sites related to the grant. Contractor will send one evaluation staff member to attend the national CSAT grantees meeting in Washington D.C. as specified in the grant. Contractor will meet with Alcohol and Drug Services staff as needed and requested.

F. Hours of Staff Availability:

Contractor will provide one thousand eight hundred (1,800) hours of staff availability dedicated to these evaluation services including face-to-face contacts, preparation time, and record keeping time.

Contractor will submit quarterly expenditure and revenue reports including the number of staff available hours provided for each quarter of the agreement.

**II. RATES OF PAYMENT:**

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

A. County shall pay Contractor no more than the maximum contract obligation of ONE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$151,500) over the term of the agreement.

1. Payments will be made, according to the rates stated below, upon receipt of Contractor's invoices for services accompanied by informational reports including work scope progress and time spent, and approval of same by the Alcohol and Drug Services Administrator. All payments are contingent upon Contractor's timely completion of services and reports described in this Exhibit to the satisfaction of the Alcohol and Drug Administrator.
2. Travel expenses will be reimbursed for one staff member to attend each required CSAT meeting. It is estimated that travel will be reimbursed at the following rates, however, travel expenses shall not exceed a total of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for the term of the agreement. Contractor will be reimbursed upon presentation to County of Contractor's receipts for reasonable travel expenses, and approval by the Alcohol and Drug Services Administrator.

B. Rates of Payment:

County Fiscal Year	Yearly	Monthly	Travel Reimbursement	Time Frame
Year 1 (9 months)	\$36,000	\$4,000	\$1,875	10/1/01-6/30/02
Year 2 (12 months)	\$48,000	\$4,000	\$2,500	7/1/02-6/30/03
Year 3 (12 months)	\$48,000	\$4,000	\$2,500	7/1/03-6/30/04
Year 4 (3 months)	\$12,000	\$4,000	\$ 625	7/1/04-9/30/04
TOTAL	\$144,000		\$7,500	

C. County shall have the right to withhold payment if County determines that the quantity, quality or timeliness of the work performed is unacceptable.

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.

N/A

---

Name of 504 Person	-	Type or Print
Allen/Loeb Assoc.	411	Maitland Road
Name of Contractor(s)	-	Street Address or P.O. Box
Pacifica	CA	Zip Code
City	State	Zip Code

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

1/16/02      Peter Loeb Partner  
Date                      Signature and Title of Authorized Official

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

**COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Allen / Loeb Associates  
Contact Person: Peter Loeb  
Address: 411 Mariland Rd  
Pacifica CA 94044  
Phone Number: 415 698-2715 Fax Number: 415 401 0524

**II. Employees**

Does the Contractor have any employees? \_\_\_ Yes X 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 10<sup>th</sup> day of January, 2002 at Belmont  
(City)

Peter Loeb  
Signature  
Partner  
Title

Peter Loeb  
Name (Please print)  
94-3002594  
Contractor Tax Identification Number



ATTACHMENT 3

**FINGERPRINTING COMPLIANCE**

Agreement with

Allen/Loeb Associates

Name of Contractor

for

Alcohol and Drug Treatment Services

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. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- 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.

Peter Loeb

Name (Signature)

Partner

Title

8/16/02

Date

Revised 8/7/01

attach2.wp

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: November 26, 2001

TO: Priscilla Harris-Morse, Risk Manager  
FROM: Jane Marks, Alcohol and Drug Services  
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE  
SUBJECT: Contract Insurance Approval

CONTRACTOR: Allen/Loeb Associates

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Conduct evaluation of the federal CSAT funded alcohol and drug abuse treatment project to the homeless in San Mateo County. See attached Exhibit A.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	_____	_____	<input checked="" type="checkbox"/>	_____
— Additional Insured	_____	_____	<input checked="" type="checkbox"/>	_____
Automobile Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Workers' Compensation	_____	_____	<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/> No employees	_____	_____		_____

Remarks/Comments:

We are requesting waiver of the insurance...

TOTAL P.02

*Priscilla Morse*