



AGREEMENT BETWEEN
COUNTY OF SAN MATEO

AND

WALDEN HOUSE, INC.

For the Period of

January 1, 2003 through June 30, 2004

Agency Contact:

Esther Lucas

Human Services Analyst

(650) 802-6432

**AGREEMENT WITH
WALDEN HOUSE, INC.
FOR TOBACCO CESSATION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and WALDEN HOUSE, INC., 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 tobacco cessation services in accordance with state and federal laws, regulations and funding mandates.

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

1. **Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A:	Description of Services
Exhibit B:	Rates of Payment & Approved Budget
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Equal Benefits Compliance

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

In consideration of the payments hereinafter set forth in Exhibit B herein, Contractor shall perform tobacco cessation services as set forth in this Agreement, and Exhibit A to the Agreement.

3. **Payments**

A. **Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibit(s), the amount that County shall pay for services rendered under this Agreement shall not exceed FORTY FIVE THOUSAND DOLLARS (\$45,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibit(s) herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibit(s) 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

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibit(s) based upon unavailability of federal, state, or County funds, by providing thirty (30) days' written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency, the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between 10% and 20% of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

4. **Relationship of Parties** It is expressly understood that this is an Agreement between two (2) independent parties 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) damages 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 the Human Services Agency 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.

B. 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.

C. 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.....	\$ <u>1,000,000</u>
(b)	Automobile Liability.....	\$ <u>1,000,000</u>
(c)	Professional Liability.....	\$ <u>-0-</u>

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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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 each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of the 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 applicant 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.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. **Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, County or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. **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.

B. **Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. **Term of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through June 30, 2004.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. **Notices**

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:
Walden House, Inc.
520 Townsend Street
San Francisco, CA 94103

16. **Outcome Based Management and Budgeting Responsibilities**

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. Attend planning and informational meetings;
- B. Develop program performance and outcome measurements;
- C. Collect and submit data necessary to fulfill measurement requirements;
- D. Participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. Participate in a review of performance and outcome information; and
- F. Comply 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; and Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

WALDEN HOUSE, INC.

DEBI LOWIS / VP Administration

Name, Title - Print



Signature

Date: February 25, 2003

EXHIBIT A
DESCRIPTION OF SERVICES
WALDEN HOUSE, INC.

Tobacco Cessation Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

Contractor will provide the following tobacco prevention trainings and cessation services to staff and clients from substance abuse treatment programs in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Under the direction of the Tobacco Prevention Program (TPP), Contractor agrees to provide tobacco cessation facilitator trainings and tobacco cessation services in San Mateo County.

Contractor will provide the following services:

- I. Tobacco cessation facilitator trainings using the Liberate Yourself From Tobacco (LYFT) program.
 - A. Complete the following by June 30, 2003:
 1. The LYFT Tobacco Policy Committee (TPC) will be organized.
 - a. The TPC will consist of at least four (4) San Mateo County Substance Abuse Treatment Providers, the American Lung Association, the SMC Tobacco Prevention Program, and other interested parties. The collaborating agencies include the following treatment providers. This list may be modified with written permission of the TPP.
 - 1) Daytop Village
 - 2) Project 90
 - 3) Hope House
 - 4) Latino Commission
 - 5) Women's Recovery Association
 - b. Memorandums of Understanding (MOU's) will be signed by each of the collaborating agencies.
 - c. Each collaborating agency will be given a stipend of \$1,000 to help defray the cost of implementing a new program.
 2. Five (5) collaborative staff will be trained and certified as LYFT facilitators.
 - a. Recruit five (5) collaborative staff to participate in the facilitator training. At least one staff member per agency will be selected.

b. Staff will be trained to use the LYFT curriculum. LYFT is a combination therapy and cognitive behavioral treatment approach which consists of the following components:

1. Mood Management Training to Prevent Smoking Relapse (10 Classes)

- Session 1 Introduction to the Program
- Session 2 Preparing to Quit
- Session 3 Quitting
- Session 4 Staying off Cigarettes
- Session 5 The Healthy Management of reality
- Session 6 Thoughts and Moods
- Session 7 People and Mood
- Session 8 A Preventive Lifestyle
- Session 9 Graduation Tools to Prevent Relapse
- Session 10 Follow-up

- 2. Nicotine Replacement Therapy
- 3. Anti-craving Medication

II. Adult Tobacco Cessation Groups using the Liberate Yourself From Tobacco (LYFT) program.

A. Complete the following by June 30, 2003:

- 1. Using the Liberate Yourself From Tobacco (LYFT) Program, at least five (5) staff and twelve (12) clients from the collaborative substance abuse treatment programs will begin the ten (10) session cessation program.
 - a. Implement Rounds One (Staff) and Two (Clients) of the ten (10) session smoking cessation program.
 - b. Recruit individuals from the collaborative substance abuse treatment programs to participate in LYFT cessation program.
 - (1) Develop protocol for distributing nicotine replacement therapy (NRT).
 - (2) Conduct LYFT tobacco cessation course.

- Collect client information for database, such as demographics, health/medical information and smoking rates.
- Distribute NRT/ anti-craving medications.
- Administer course evaluations/pre and post surveys to participants.
 - a. Evaluate rounds one and two of the LYFT cessation program.
- Assess quit status at the end of session ten (10) and three (3) months later. Clients must complete at least four (4) sessions in order to be counted toward total number served.
- Meet with TPC & other key personnel to evaluate the process and make recommendations for revisions to protocol and curriculum.
- Revise the protocol and curriculum as needed.

B. Complete the following by June 30, 2004:

1. Using the LYFT Program, sixty (60) staff and adult clients from substance abuse treatment programs will complete the ten (10) session cessation program.
 - a) Implement six (6) rounds of the ten (10) session smoking cessation program.
 - (1) Recruit individuals from collaborating substance abuse treatment programs to participate in LYFT cessation program.
 - (2) Conduct LYFT tobacco cessation course.
 - Collect client information for database, such as demographics, health/medical information and smoking rates.
 - Distribute nicotine replacement therapy/anti-craving medications.

- Administer course evaluations/pre and post surveys to participants.

b) Evaluation

- Assess quit status at the end of session ten (10) and three (3) months later. Clients must complete at least four (4) sessions in order to be counted toward total number served.
- Meet with TPC & other key personnel on an on-going basis to evaluate the process and make recommendations for revisions to protocol and curriculum.
- Revise the protocol and curriculum as needed.

III. Youth Tobacco Cessation Groups using the American Lung Association's Not On Tobacco (NOT) curriculum:

A. Complete the following by June 30, 2004:

1. Using the American Lung Association's (ALA) Not On Tobacco (NOT) curriculum ten (10) youth from the collaborative substance abuse treatment programs will complete the ten (10) session cessation program.
 - a) Attend the ALA NOT facilitator training.
 - b) Implement one (1) round of the ten (10) session youth smoking cessation program.
 - (1) Recruit youth from the collaborative substance abuse treatment programs to participate in the NOT cessation program.
 - (2) Conduct NOT tobacco cessation course.
 - Staff from Walden House and the American Lung Association will co-facilitate this course.
 - Collect client information for database, such as demographics, health/medical information and smoking rates.
 - Administer course evaluations/pre and post surveys to participants.

c) Evaluation

- Assess quit status at the end of session ten (10) and three (3) months later. Clients must complete at least four (4) sessions in order to be counted toward total number served.
- Meet with ALA's Youth cessation workgroup on an on-going basis to evaluate the process and make recommendations for revisions to protocol and curriculum.
- Revise the protocol and curriculum as needed.

IV. Smoking Cessation Workshop

A. Complete the following by June 30, 2004:

1. The LYFT collaborative will sponsor, plan, organize and conduct a workshop for San Mateo County substance abuse providers regarding LYFT programs and services.
 - a) Recruit substance abuse treatment providers not participating in the Tobacco Policy Committee to attend the workshop.
 - b) Plan, organize, and conduct workshop.

V. Administrative and Reporting Requirements

Contractor will meet the following administrative and reporting requirements designed to support the activities described in Sections I-IV of Exhibit A.

1. Assure that activities are language, culture, age and gender sensitive.
2. Send a representative to the following programs:
 - a. Regularly scheduled quarterly Tobacco Education Coalition (TEC) meetings.
 - b. American Lung Association's Youth Cessation workgroup.
 - c. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
 - d. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
3. Maintain service delivery documentation for all direct services that will

include, but not be limited to:

- a. Sign-in sheets
 - b. Activity logs
4. Maintain documentation of referral criteria, evaluation materials, and reports pertaining to program activities.
 5. Maintain all documentation necessary to report on progress toward outcome objectives of services.
 6. Submit to Alcohol and Drug Services any tobacco prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.
 7. Provide other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
 8. Administer tobacco prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.
 9. Submit quarterly progress reports by the fifteenth (15th) day following the end of the previous quarter. Include with quarterly progress reports:
 - a. Summary of activities for the quarter, including meetings attended, sessions conducted and number of clients served.
 - b. Materials developed during the quarter (flyers, invitations, programs, etc.).
 10. Submit a written Year-End report by July 15, 2004.
 11. Present an oral report at the final TEC (Tobacco Education Coalition) meeting during the contract term.
 12. TPP staff will conduct two (2) site reviews of Contractor's program.

VI. Performance Measures

Contractor will work collaboratively with TPP staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2004.

1. A pre and post test of staff who participate in the cessation program will show at least a seventy percent (70%) class completion rate and a seventy percent (70%) quit rate at the last session.
2. A six (6) month follow-up with staff will show that forty percent (40%) remain tobacco free.
3. A pre and post test of adult clients who participate in the cessation program will show at least a forty percent (40%) class completion rate and a forty percent (40%) quit rate at the last session.
4. A three (3) month follow-up with adult clients will show that forty percent (40%) remain tobacco free.
5. A pre and post test of youth who participate in the cessation program will show at least a forty percent (40%) class completion rate and a forty percent (40%) quit rate at the last session.
6. A three (3) month follow-up with youth will show that forty percent (40%) remain tobacco free.
7. The LYFT collaborative will adopt a comprehensive tobacco control policy which promotes active tobacco cessation activities and values within the culture of the substance abuse treatment recovery community.
8. Develop and publish a "How To" manuals for the Tobacco Prevention Program regarding implementing the LYFT programs and services.

**EXHIBIT B
RATES OF PAYMENT
WALDEN HOUSE, INC.**

Tobacco Cessation Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

I. Rates of Payment

In full consideration of the tobacco prevention services provided by Contractor, County shall pay Contractor as follows:

A. County shall pay Contractor start-up funds in the amount of SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$7,370) after receipt of Contractor's invoice upon execution of this Agreement.

1. Payment shall be based upon estimate of Contractor's actual start-up costs and shall be made in advance upon approval of this Agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator or her designee. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs within ninety (90) days of County's issuance of payment to Contractor. In no case will the maximum County obligation for start-up funds under this Agreement exceed SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$7,370).

B. In addition, County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement.

1. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Section I of Exhibit A.

C. In any event, total payments to Contractor under this Agreement shall not exceed the maximum contract obligation of FORTY-FIVE THOUSAND DOLLARS (\$45,000).

D. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive

payment for services rendered under this Agreement during the thirty (30) day period.

- E. County shall pay Contractor within 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 are inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.

EXHIBIT B**San Mateo County Tobacco Prevention Program**

ATTACHMENT 1

Agency Name: Walden House, Inc.

Revised February 12, 2003

PROPOSED CONTRACT EXPENDITURE BUDGET

I. PERSONNEL & FRINGE BENEFITS (List each position)	FTE	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
Director	0.05		\$1,500	\$3,000	\$4,500	1
Program Coordinator	0.35		\$3,499	\$7,001	\$10,500	2
Group Facilitator	.5		\$3,519	\$7,041	\$10,560 (no fringe)	3
Fringe Benefits			\$1,249	\$2,501	\$3,750	4
In Kind/ Other						
SUBTOTAL	0.9		\$9,767	\$19,543	\$29,310	

II. EQUIPMENT						
1. Small and/or Office Equipment		\$1,800			\$1,800	5
2. Equipment Lease						
3. Maintenance						
4. Other						
SUBTOTAL		\$1,800			\$1,800	

III. TRAVEL						
1. Mileage			\$200	\$400	\$600	6
2. Conferences, Workshops						
3. Other						

SUBTOTAL		\$200	\$400	\$600	
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EXHIBIT B**San Mateo County Tobacco Prevention Program**

ATTACHMENT 1

Agency Name: Walden House, Inc.

Revised February 12, 2003

PROPOSED CONTRACT EXPENDITURE BUDGET

IV. OTHER COSTS	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
1 Rent					
2 Utilities					
3 Telephone					
4 Office Supplies	\$50	\$--	\$50	\$100	7
5 Postage/Mailing		\$50	\$50	\$100	8
6 Printing/ Duplication	\$50	\$--	\$150	\$200	9
7 Insurance					
8 Audit and Fiscal Costs					
9 Consultation					
10. Membership					
11. Food	\$200	\$125	\$425	\$750	10
12. NRT Devices	\$200	\$400	\$1,140	\$1,740	11
13. Project manuals	\$70	\$--	\$110	\$180	12
14. Indirect (15%)		\$1,304	\$3,913	\$5,217	13
15. Stipends	\$5,000			\$5,000	14
SUBTOTAL	\$5,570	\$1,879	\$12,879	\$13,287	
TOTAL	\$7,370	\$11,846	\$32,822	\$44,997	

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.

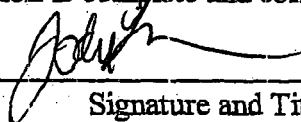
JODY SHIPPER

Name of 504 Person	Type or Print	
Walden House, Inc.	520 Townsend St.	
Name of Contractor(s)	Type or Print	Street Address or P.O. Box
San Francisco	CA	94103
City	State	Zip Code

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

2/25/03

Date



Legal Counsel

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 COMPLIANCE

Agreement with

Walden House, Inc.

Name of Contractor

for

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his/her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

[Signature]
Name (Signature)

VP Administration
Title

2/25/03
Date

ATTACHMENT 3

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

I. Vendor Identification

Name of Contractor: Walden House, Inc.
Contact Person: ~~Walden House~~ Jody Shipper
Address: 520 Townsend St.
San Francisco
Phone Number: 415-355-2512 Fax Number: 415-864-4853

II. Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes 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 26 day of February, 2003 at San Francisco
(City)

Jody Shipper Signature Name (Please print)
Legal Counsel Title

COUNTY OF SAN MATEO
Departmental Correspondence

Date: February 3, 2003

TO: Priscilla Harris-Morse, Risk Manager (4864)

FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

SUBJECT: Contract Insurance Approval

CONTRACTOR: Walden House, Inc.

DOES CONTRACTOR TRAVEL?

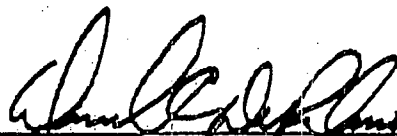
Yes

DUTIES:

Provide residential alcohol and drug treatment to adults.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature:  2-4-03
Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/30/2003

PRODUCER (408)985-7171 FAX (408)241-5669
Stateco Insurance Services
 350 S. Saratoga Avenue
 San Jose, CA 95129

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 **Walden House Incorporated**
 520 Townsend Street
 San Francisco, CA 94103-0000

INSURER A: **Westport Insurance Corporation**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

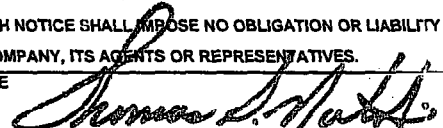
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES 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	GENERAL LIABILITY	TC32592611	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,
	<input checked="" type="checkbox"/> Abuse \$1M/\$2M				GENERAL AGGREGATE \$ 3,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	TC32592611	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
	<input checked="" type="checkbox"/> Compreh. \$1000 Ded				AGG \$ 1,000,
	<input checked="" type="checkbox"/> Collision \$1000 Ded				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY	TC32592611	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,
	DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	TC32592611	07/01/2002	07/01/2003	Blanket Limit: \$20,869,571
	Blanket Real Property and Pers.Prop/Equip				
		**473-80-70	11/01/2002	11/01/2003	Fidelity Bond # \$6,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured

Thirty (30) Days for Non-Payment of Premium

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Human Services Agency Attn: Paula Nanzinni 400 Harbor Boulevard Belmont, CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

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.



AGREEMENT BETWEEN
COUNTY OF SAN MATEO

AND

YOUTH LEADERSHIP INSTITUTE

For the Period of

January 1, 2003 through June 30, 2004

Agency Contact:

Esther Lucas

Human Services Analyst

(650) 802-6432

**AGREEMENT WITH
YOUTH LEADERSHIP INSTITUTE
FOR TOBACCO PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and YOUTH LEADERSHIP INSTITUTE, 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 tobacco prevention services in accordance with state and federal laws, regulations and funding mandates.

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

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A:	Description of Services
Exhibit B:	Rates of Payment & Approved Budget
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Equal Benefits Compliance

2. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth in Exhibit B herein, Contractor shall perform tobacco prevention services as set forth in this Agreement, and Exhibit A to the Agreement.

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibit(s), the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibit(s) herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibit(s) 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

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibit(s) based upon unavailability of federal, state, or County funds, by providing thirty (30) days' written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency, the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between 10% and 20% of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

4. **Relationship of Parties** It is expressly understood that this is an Agreement between two (2) independent parties 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) damages 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 the Human Services Agency 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.

B. 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.

C. 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..... \$ 1,000,000
- (b) Automobile Liability..... \$ 1,000,000
- (c) Professional Liability..... \$ -0-

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

- c) awarded a County Contract for a period of up to 3 years;
- d) 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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 each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of the 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 applicant 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.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. **Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, County or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

B. Meet and Confer/Mediation

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. Term of the Agreement

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through June 30, 2004.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. Notices

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:
Youth Leadership Institute
24 Belvedere Street, 2nd Floor
San Rafael, CA 94901

16. **Outcome Based Management and Budgeting Responsibilities**

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. Attend planning and informational meetings;
- B. Develop program performance and outcome measurements;
- C. Collect and submit data necessary to fulfill measurement requirements;
- D. Participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. Participate in a review of performance and outcome information; and
- F. Comply 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; and Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____


ATTEST:

Clerk of Said Board

Date: _____

YOUTH LEADERSHIP INSTITUTE

Lauren SEDONAEN, Executive Director
Name, Title - Print


Signature

Date: 2-21-03

Exhibit A
DESCRIPTION OF SERVICES
Youth Leadership Institute

Tobacco Prevention Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

Contractor will provide the following tobacco prevention services in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services.

I. Tobacco Prevention Services

A. Tobacco Policy Summit

1. Increase the learning and understanding of 60 young people and 15 adult allies of the mechanics necessary to make policy development an effective tool for community change.
 - a. Conduct planning and develop outreach and registration materials for the Tobacco Policy Summit 2003.
 - b. Convene a Tobacco Policy Summit in Spring 2003 and educate 70 to 100 youth and adults about how new or modified policies can affect tobacco prevention.
 - c. Conduct outreach to Tobacco Use Prevention and Education (TUPE) and to 15 San Mateo youth-serving organizations, and work with San Mateo Tobacco Education Coalition (TEC) to recruit participants for the Tobacco Policy Summit.
 - d. Provide training on community assessment, policy development and advocacy, and environmental prevention.
 - e. Educate the Tobacco Policy Summit participants on existing tobacco-related policies and prevention methods.
 - f. Collaborate with the San Mateo chapter of American Lung Association (ALA) and with Youth Organizing San Mateo (YO Mateo) to develop content for the Tobacco Policy Summit, and with Asian American Recovery Services (AARS) to recruit a diverse group of young people and adults for the Summit.
2. Tobacco Policy Advocacy
With support from ALA and AARS, provide the opportunity for 30 young people and their adult allies to gain experience in identifying

and advocating for policy approaches to tobacco prevention. Complete the following:

- a. From the Tobacco Policy Summit, recruit 4 Tobacco Action Teams (TATs) to conduct a community assessment of local needs related to tobacco access, identify tobacco related policy priorities, and develop and implement an action plan to address the identified priorities.
 - b. Provide each TAT with support, training and technical assistance.
 - c. Administer a Tobacco Action Fund that will be disbursed through YO Mateo.
3. Tobacco Change Summit
Inform community members of the importance of youth-led policy projects and provide opportunities for youth and adult allies to sustain these efforts.
- a. Develop outreach and registration materials for the Tobacco Change Summit to be held in Spring, 2004.
 - b. Conduct outreach to Tobacco Use Prevention Education (TUPE) and San Mateo youth-serving organizations, to recruit participants for the Tobacco Change Summit.
 - c. Provide training to selected TATs in workshop development and presentation skills. Develop Tobacco Change Summit content with support from ALA and TEC.
 - d. Convene a Tobacco Change Summit for 65 youth and adults.
 - e. Conduct press outreach to increase the visibility of the Summit as well as TATs' due date.
 - f. Recruit two additional TATs from among Tobacco Change Summit participants.

B. Administrative and Reporting Requirements

Contractor will meet the following administrative and reporting requirements designed to support the activities described in Section I.A. of Exhibit A.

1. Assure that activities are culture, age, and gender sensitive and appropriate.
2. Send a representative to the following meetings and/or programs.
 - a. Regularly scheduled quarterly TEC meetings.
 - b. TEC Youth Workgroup, Youth Coalition, and the Youth Appreciation Ceremony.
 - c. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
3. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
 - a. Completed monthly evaluation forms with both qualitative and quantitative responses
 - b. Materials developed during the month (flyers, invitations, programs, etc.)
4. Participate in annual program site review to be conducted by TPP staff.
5. Submit a written year end report by July 15, 2004.

C. Outcome Objectives

Contractor will provide a written summary of the outcomes and evaluations to be completed by June 30, 2004.

1. Objective 1 -- The pre- and post- survey will be used to determine that 80% of young people participating in the Tobacco Policy Summit and the Tobacco Change Summit respectively, will report an increased understanding of how policy can be an effective tool for community change and an increase in understanding that the skills young people have acquired can be utilized effectively.
 - a. Submit a report for all evaluations conducted.
 - b. Submit documentation of Tobacco Change Summit outreach and completion.
2. Objective 2 -- The pre- and post- surveys will be used to determine that 80% of youth participants will have demonstrated an increase in

knowledge and skills in identifying and advocating for policy approaches to tobacco prevention.

- a. Provide examples of the process that the participants will demonstrate.
 - b. Submit a report for all evaluations conducted.
3. Objective 3 – By presenting their youth-led policy projects at the Tobacco Change Summit, six (6) Tobacco Action Teams will demonstrate their understanding of the process of youth-led projects, and will increase the understanding of communities represented at the change summit of the importance of youth-led policy projects.
- a. Submit documentation of press release and other press outreach materials
 - b. Submit documentation of Tobacco Summit outreach and completion.
 - c. Submit a list of TAT identified community policy priorities.
 - d. Completed TAT tobacco policy action plans.
 - e. Submit Tobacco Change Summit participants' evaluations.

**EXHIBIT B
RATES OF PAYMENT
YOUTH LEADERSHIP INSTITUTE**

Tobacco Cessation Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

I. Rates of Payment

In full consideration of the tobacco prevention services provided by Contractor, County shall pay Contractor as follows:

- A. County shall pay Contractor start-up funds in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) after receipt of Contractor's invoice upon execution of this Agreement.
 - 1. Payment shall be based upon estimate of Contractor's actual start-up costs and shall be made in advance upon approval of this Agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator or her designee. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs within ninety (90) days of County's issuance of payment to Contractor. In no case will the maximum County obligation for start-up funds under this Agreement exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500).

- B. In addition, County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement.
 - 1. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Section I of Exhibit A.

- C. In any event the maximum amount of payments for the term of the Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

- D. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or

County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

- E. County shall pay Contractor within 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 are inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.

EXHIBIT B**San Mateo County Tobacco Prevention Program**

ATTACHMENT 1

Agency Name: Youth Leadership Institute**BUDGET**

I. PERSONNEL & FRINGE BENEFITS (List each position)	FTE	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
Tobacco Program Coordinator	.30		5,550	12,000	17,550	1
Director of Programs	.05		750	1,200	1,950	2
Director of Prevention	.10		2,900	5,800	8,700	3
Director of Gov. & Policy	.05		950	1,000	1,950	4
Contracts Manager	.08		1,575	3,250	4,825	5
Associate Executive Director	.05		1,150	1,250	2,400	6
Fringe Benefits	29%		3,734	7,105	10,839	7
SUBTOTAL			16,609	31,605	48,214	

II. EQUIPMENT						
1. Small and/or Office Equipment		4,500			4,500	
2. Equipment Lease			250	500	750	
3. Maintenance			500	1,000	1,500	
4. Other						
SUBTOTAL			750	1,500	6,750	

III. TRAVEL						
1. Mileage			250	500	750	
2. Conferences, Workshops (TeenWork 2003/ Anaheim)			5,000		5,000	
3. Other						
SUBTOTAL			5,250	500	5,750	

San Mateo County Tobacco Prevention Program

Agency Name: Youth Leadership Institute

BUDGET

IV. OPERATING	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
1 Rent		500	1,000	1,500	
2 Utilities		250	500	750	
3 Telephone		150	300	450	
4 Office Supplies		150	300	450	
5 Postage/Mailing		250	500	750	
6 Printing/ Duplication		1,000	1,000	2,000	
7 Insurance		150	300	450	
8 Audit and Fiscal Costs		250	250	500	
9 Consultation		500	500	1,000	
10. Program Materials and Supplies		1,000	2,000	3,000	
11. Other Tobacco Policy Summit #1		5,000		5,000	
Tobacco Policy Summit #2			5,000	5,000	
Tobacco Action Fund			10,000	10,000	
Identity Items		2,000	2,000	4,000	
Overhead 12%		1,344	3,122	4,466	
SUBTOTAL		12,544	26,772	39,316	
TOTAL	4,500	35,123	60,377	100,000	

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.

Maurice A. Sedman

Name of 504 Person - Type or Print

Youth Leadership Institute

Name of Contractor(s) - Type or Print Street Address or P.O. Box

San Rafael

CA

94901

City

State

Zip Code

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

2/21/03

Date

Maurice A. Sedman, Executive Director
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 COMPLIANCE

Agreement with

Youth Leadership Institute
Name of Contractor

for

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his/her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

[Signature]
Name (Signature)

Executive Director
Title

2-21-03
Date

ATTACHMENT 3

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

I. Vendor Identification

Name of Contractor: Youth Leadership Institute
Contact Person: Carolyn Caldwell
Address: 24 Belvedere, 2nd Floor
San Rafael, CA 94901
Phone Number: (415) 455-1676 Fax Number: (415) 455-1683

II. Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes 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 21 day of February, 2002 at San Rafael
(City)

[Signature]
Signature

Maurice Seaman
Name (Please print)

Executive Director
Title

SAN MATEO COUNTY
MEMORANDUM

DATE:

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: ESTHER LUCAS FAX 802-6440 PONY HSA 202 PE
Alcohol and Drug Services

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Youth Leadership Institute

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Youth development/
alcohol and drug prevention services

The following will be completed by Risk Management:

INSURANCE 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 type="checkbox"/>	<input type="checkbox"/>
Professional Liability	—	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RL
YOUTH-1

DATE (MM/DD/YY)
09/25/02

PRODUCER
Wightman Insurance Agency
United Valley Ins. Services
5353 Scotts Valley Dr. Ste. E
Scotts Valley CA 95066
Phone: 831-438-2617 Fax: 831-438-2698

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

The Youth Leadership Institute
Becky Corl
1115 Third St Ste 5
San Rafael CA 94901

INSURER A: **Riverport Insurance Company**
INSURER B: **Everest Indemnity Insurance Co**
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.

INER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RP0001762	05/13/02	05/13/03	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input 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	RP0001762	05/13/02	05/13/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <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	3900018573011	06/08/02	06/08/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	OTHER property section	RP0001762	05/13/02	05/13/03	45,000	250 ded
	Crime Section	RP0001762	05/13/02	05/13/03	130,000	500 ded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder named as additional insured with respect to general liability arising out of operations of the named insured

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COSANMA County of San Mateo Alcohol & Drug Services 400 Harbor Blvd, Building C Belmont CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ken Wightman