



**AGREEMENT  
BETWEEN  
COUNTY OF SAN MATEO  
AND  
CABRILLO UNIFIED SCHOOL DISTRICT  
For the period of  
January 1, 2003 through December 31, 2005**

Contact Person:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802-7675**

**FLAT RATE AGREEMENT WITH  
CABRILLO UNIFIED SCHOOL DISTRICT  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and CABRILLO UNIFIED SCHOOL DISTRICT hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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: California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services

Exhibit B: Payment for Services and Approved Budget (January 1, 2003 through December 31, 2003)

Exhibit C: Outcome Based Management (OMB) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: Monitoring Procedures

Attachment 4: Program Specific Requirements

Attachment 5: Equal Benefits Compliance

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

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

**3. Payments**

A. Maximum Amount

in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED TEN DOLLARS (\$116,610) for the contract term.

**B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the 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 Exhibits 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 Exhibits and Attachment 4 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 (15<sup>th</sup>) 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 Exhibits 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.

**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 with 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 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 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  
Controlling Law**

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

**14. Term and termination 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 December 31, 2005.

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

(2) In the case of Contractor, to:  
Cabrillo Unified School District  
498 Kelly Ave  
Half Moon Bay, CA 94019

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, County of San Mateo

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

ATTEST:

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

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

CABRILLO UNIFIED SCHOOL DISTRICT

B. J. MACKLE - DEP. Supt.  
Name, Title - Print

  
Signature

Date: 4/3/03

03-05 sdfsaars

**EXHIBIT A**  
**Cabrillo Unified School District**  
**Coastside Youth Development Partnership**  
**Prevention Services Supported by California Safe and**  
**Drug-Free Schools and Communities Grant # SDF03-12**  
**January 1, 2003 through December 31, 2005**

**I. Coastside Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs. The services described in Exhibit A of this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Contract will be amended to reflect the services to be provided for the second and third year of the Contract period.

**A. Strategic Planning: January 1, 2003 through June 30, 2003**

Work in collaboration with San Mateo County Alcohol and Other Drug Services (SMCADS) staff to develop a strategic plan for the central coastside component of the Coastside YDP in the following ways:

1. Initiate strategic planning process for the central coastside region. This responsibility will be shared by Contractor with San Mateo County SMCADS and the Coastside Collaborative for Children, Youth & Families.
2. Facilitate information gathering and the involvement of youth, family and community members in the strategic planning process for the central coastside region. The effort will be coordinated by San Mateo County Alcohol and Other Drug Services (SMCADS).

**B. Prevention Activities in the Central Coastside**

1. Implement an after school program at Half Moon Bay High School. The program will operate two (2) days per week for a minimum of two (2) hours per day. The program will serve no fewer than seventy-five (75) students during the school year.
  - a. **Program locations and/or scheduling may be modified if mutually agreed upon by the Contractor and the County Alcohol and Drug Services Administrator or her designee.**
2. Coordinate the after school program with the Sheriff's Activity League

(SAL) program, which operates an after school, program three (3) days a week at Half Moon Bay High School. The purpose of the collaboration is to ensure that students are provided after school services each day of the school week.

3. Provide on-site tutoring and activities with a youth development focus two (2) hours per day, two (2) days per week at the after school program.
4. Collaborate with Youth Leadership Institute to facilitate its implementation of a school-based Friday Night Live (FNL) chapter at Half Moon Bay High School by June 30, 2003, in coordination with the after school program in the following ways:
  - a. Provide space and outreach to students
  - b. Coordinate timing of other program activities to accommodate FNL meetings/project activities
  - c. SAL/after school program staff will participate in FNL advisor training/technical assistance and other local and regional activities related to FNL and youth development goals as appropriate.
  - d. Work collaboratively with Youth Leadership Institute to assure that a local FNL advisor is recruited and trained for the Half Moon Bay High School FNL chapter.
5. Coordinate with El Centro de Libertad to schedule a twelve (12) week violence prevention workshop series at Pilarcitos Alternative School. The workshop will be provided by El Centro de Libertad.
6. Assist in advertising/outreach for the two (2) information workshops per year that El Centro de Libertad will provide to parents of students at Half Moon Bay High School and Pilarcitos Alternative School.

**B. Prevention Hours of Staff Availability**

Provide nine hundred forty-eight (948) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

**II. Environmental Prevention**

Work collaborative with County alcohol and Drug Services and Coastside YDP service providers and participants to develop and implement appropriate environmental prevention strategies. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community. Include progress on these efforts in quarterly

narrative reports.

**EXHIBIT B**  
**Cabrillo Unified School District**  
**Coastside Youth Development Partnership**  
**Prevention Services Supported by California Safe and**  
**Drug-Free Schools and Communities Grant**  
**January 1, 2003 through December 31, 2005**

**I. Coastside Youth Development Partnership Prevention Services, Payments**

**1. Rates of Payment**

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED TEN DOLLARS (\$116,610). The program funding for each year of the project is as follows:
- January 1, 2003 through December 30, 2003, is THIRTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$38,870);
  - January 1, 2004 through December 30, 2004, is THIRTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$38,870);
  - January 1, 2005 through December 30, 2005, is THIRTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$38,870).

**2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line items of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

### **3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003 through December 31, 2003 is included in Section II. of this Exhibit. An annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15 of 2003, for year two, and November 15, 2004, for year three of this Agreement.
- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

### **4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

### **5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any of the services described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.

- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**II. Approved Contract Expenditure Budget**

COST CATEGORY	BUDGET PERIOD ESTIMATES			TOTAL COST TO PROJECT
	Y-1 01-01-03 to 12-31-03	Y-2 01-01-04 to 12-31-04	Y-3 01-01-05 to 12-31-05	
<b>A. PERSONNEL COSTS</b>				
Prevention Coordinator 50 weeks@ 11 hrs/wk	\$ 13,750	\$ 13,750	\$ 13,750	\$ 41,250
Admin Secretary 4.4 hrs/wk	\$ 3,310	\$ 3,310	\$ 3,310	\$ 9,930
Director School-Linked Svcs. .1FTE	\$ 7,379	\$ 7,379	\$ 7,379	\$ 22,137
Employee Benefits (Prev. Coord.) @27%	\$ 3,713	\$ 3,713	\$ 3,713	\$ 11,138
Employee Benefits(Director and Secretary) @32%	\$ 3,420	\$ 3,420	\$ 3,420	\$ 10,260
<b>Total Personnel Costs</b>	<b>\$ 31,572</b>	<b>\$ 31,572</b>	<b>\$ 31,572</b>	<b>\$ 94,715</b>
<b>B. TRAVEL EXPENSES</b>				
<b>Total Travel Expenses</b>				

<b>C. OTHER DIRECT COSTS</b>				
Rent	\$ 1,798	\$ 1,798	\$ 1,798	\$ 5,394
Office/Classroom Supplies	\$ 500	\$ 500	\$ 500	\$ 1,500
Program dev: spkr/activity stipends	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
<b>Total Other Direct Costs</b>	<b>\$ 7,298</b>	<b>\$ 7,298</b>	<b>\$ 7,298</b>	<b>\$ 21,894</b>
<b>COST CATEGORY</b>	<b>BUDGET PERIOD ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>Y-1 01-01-03 to 12-31-03</b>	<b>Y-2 01-01-04 to 12-31-04</b>	<b>Y-3 01-01-05 to 12-31-05</b>	
<b>D. INDIRECT COSTS</b>				
<b>Total Indirect Costs @ __%</b>				\$ -
<b>E. CONTRACTUAL SERVICES</b>				
<b>Total Contractual Services</b>				\$ -
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$ 38,870</b>	<b>\$ 38,870</b>	<b>\$ 38,870</b>	<b>\$ 116,609</b>

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**CABRILLO UNIFIED SCHOOL DISTRICT**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regu

B. J. MACKLE

Name of 504 Person – Type or Print

Cabrillo Unified School District      498 Kelly Ave  
Name of Contractor(s) Type or Print      Street Address or P.O. Box

Half Moon Bay      CA      94019  
City      State      Zip Code

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

4/3/03  
Date

B. J. Mackle  
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**  
**CABRILLO UNIFIED SCHOOL DISTRICT**  
**Alcohol and Drug Treatment Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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.
- C. Contractor will maintain, and will 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 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.

  
Name (Signature)

DEPT. SUP.  
Title

4/3/03  
Date

**ATTACHMENT 3**  
**CABRILLO UNIFIED SCHOOL DISTRICT**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontract Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

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

and the grievance procedure must be available to program participants.

- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.

- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

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

detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.

3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**

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

**I. Vendor Identification**

Name of Contractor: CABRILLO UNIFIED SCHOOL DISTRICT  
Contact Person: RONA GOLDSSTEIN  
Address: 498 KELLY AVE  
ITMB CA 94038  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**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 2001 (date) and expires on 2005 (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 3<sup>rd</sup> day of APRIL, 2003 at HALF MOON BAY, CA  
(City)

B. Mackle  
Signature

Name (Please print)

DEP. SUP.  
Title

SAN MATEO COUNTY  
MEMORANDUM

DATE: 7-10-02

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: CABRILLO UNIFIED SCHOOL DISTRICT

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Provides alcohol and drug prevention after school services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1,000,000	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Agreement contains mutual  
hold harmless language

Priscilla Morse  
Risk Management Signature Date



**AGREEMENT  
BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**Coastside Collaborative For Children Youth & Families**

**For the period of**

**January 1, 2003 through December 31, 2005**

Contact Person:

***Ernie Bednar***

***Human Services Analyst***

***(650) 802-7675***

**AGREEMENT WITH  
COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES hereinafter called "Contractor";

**W I T N E S S E T H**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:    | California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services |
| Exhibit B:    | Payment for Services and Approved Budget (January 1, 2003 through December 31, 2003)        |
| Exhibit C:    | Outcome Based Management (OMB) and Budgeting Responsibilities                               |
| Attachment 1: | Compliance with Section 504   |
| Attachment 2: | Fingerprinting Compliance   |
| Attachment 3: | Monitoring Procedures   |
| Attachment 4: | Program Specific Requirements   |
| Attachment 5: | Equal Benefits Compliance   |

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

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

### **3. Payments**

#### **A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed SIXTEEN THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS (\$16,371) for the contract term.

#### **B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the 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 Exhibits 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 Exhibits and Attachment 4 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 (15<sup>th</sup>) 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 Exhibits 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.

### **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..... \$ 0
- (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 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 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  
Controlling Law**

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

**14. Term and termination 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 December 31, 2005.

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

- (2) In the case of Contractor, to:  
Coastside Collaborative for Children, Youth & Families  
683 Myrtle St  
Half Moon Bay, CA 94019

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, County of San Mateo

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

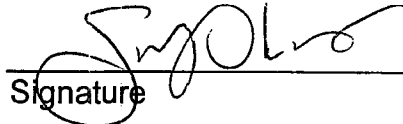
ATTEST:

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

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

Coastside Collaborative for Children, Youth & Families

Susan Alvar Executive Director  
\_\_\_\_\_  
Name, Title - Print

  
\_\_\_\_\_  
Signature

Date: 3/18/03  
\_\_\_\_\_

03-05 sdfsc Coastside

**EXHIBIT A**  
**Coastside Collaborative for Children, Youth & Families**  
Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant # SDF03-12  
January 1, 2003 through December 31, 2005

**I. Coastside Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs. The services described in Exhibit A of this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Contract will be amended to reflect the services to be provided for the second and third year of the Contract period.

**A. Strategic Planning**

1. In collaboration with San Mateo County Alcohol and Other Drug Services (SMCADS) and Cabrillo Unified School District, initiate a strategic planning process for the Coastside YDP in the central coastside region.
2. Facilitate information gathering and the involvement of youth, family and community members as part of the strategic planning process as well as in the ongoing project planning and evaluation processes for the Coastside YDP in the central coastside region.

**B. Prevention Hours of Staff Availability**

Provide one hundred nineteen hours (119) of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

**II. Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other Coastside YDP service providers and youth participants to develop and implement appropriate environmental prevention strategies. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community. Include progress on these efforts in quarterly narrative reports.

**EXHIBIT B**  
**Coastside Collaborative for Children, Youth & Families**  
Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant  
January 1, 2003 through December 31, 2005

**I. Coastside Youth Development Partnership Prevention Services, Payments**

**1. Rates of Payment**

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is SIXTEEN THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS (\$16,371). The program funding for each year of the project is as follows:
- January 1, 2003 through December 30, 2003, is FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$5,457);
  - January 1, 2004 through December 30, 2004, is FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$5,457);
  - January 1, 2005 through December 30, 2005, is FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$5,457).

**2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line items of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

**3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003 through December 31, 2003, is included in Section II. of this Exhibit. An

annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15, 2003, for year two, and November 15, 2004, for year three of this Agreement.

- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

**4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any service described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**II. Approved Contract Expenditure Budget**

Contractor: Coastside Collaborative for Children Youth & Families

COST CATEGORY	FISCAL YEAR (FY) ESTIMATES			TOTAL COST TO PROJECT
	FY-1 01-01-03 to 12-31-03	FY-2 01-01-04 to 12-31-04	FY-3 01-01-05 to 12-31-05	
A. PERSONNEL COSTS				
Executive Director (72 hrs @ \$33/hr)	\$ 2,376	\$ 2,376	\$ 2,376	\$ 7,128
Office Manager (47 Hrs @ \$15/hr)	\$ 705	\$ 705	\$ 705	\$ 2,115
Employee Benefits @ 20 %	\$ 616	\$ 616	\$ 616	\$ 1,848
Total Personnel Costs	\$ 3,697	\$ 3,697	\$ 3,697	\$ 11,091
B. TRAVEL EXPENSES				
				\$ -
				\$ -
Total Travel Expenses	\$ -	\$ -	\$ -	\$ -
C. OTHER DIRECT COSTS				
Youth Summit Coordinator	\$ 760	\$ 760	\$ 760	\$ 2,280
Operating Costs (tele, postage, printing, dup)	\$ 500	\$ 500	\$ 500	\$ 1,500
Meeting Supplies	\$ 500	\$ 500	\$ 500	\$ 1,500
Total Other Direct Costs	\$ 1,760	\$ 1,760	\$ 1,760	\$ 5,280

COST CATEGORY	FISCAL YEAR (FY) ESTIMATES			TOTAL COST TO PROJECT
	FY-1 01-01-03 to 12-31-03	FY-1 01-01-04 to 12-31-04	FY-1 01-01-05 to 12-31-05	
<b>D. INDIRECT COSTS</b>				
Total Indirect Costs @ __%				\$
<b>E. CONTRACTUAL SERVICES</b>				
Total Contractual Services				\$
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$ 5,457</b>	<b>\$ -5,457</b>	<b>\$ 5,457</b>	<b>\$ 16,371</b>

csc ex-b

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT1

(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 regulations.

\_\_\_\_\_  
Name of 504 Person – Type or Print

Coastside Collaborative for Children, Youth & Families 683 Myrtle St

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

Half Moon Bay

CA

94019

City

State

Zip Code

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

3/18/03

Date

[Signature] 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."

03-05 sdfsnorcoydp1

## ATTACHMENT 2

### **FINGERPRINTING COMPLIANCE**

#### **Agreement with**

#### **COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES**

#### **Alcohol and Drug Prevention Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will 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 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.

S. J. Howard  
Name (Signature)

Executive Director  
Title

3/18/03  
Date

**ATTACHMENT 3**  
**COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontractor's Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including the requirements of the County' Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
  - c. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
    - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
    - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
    - 3) Health and Safety Code Section 11812(c).
  - d. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.

- 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- e. A policy statement on smoking in program facilities and during program activities.
  - g. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of

this contract (including, but not limited to, fiscal accounting or bookkeeping functions).

- 1) Any member of Contractor's governing board.
  - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
  - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the Alcohol and Drug Services Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.

2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.

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

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
  2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attachment3prev final arial.doc

**ATTACHMENT 4**  
**Monitoring Procedures**  
**COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES**  
**January 1, 2003 through December 31, 2005**

**I. Contractor's Responsibilities**

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

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

**II. County's Responsibilities**

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**

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

**I. Vendor Identification**

Name of Contractor: COASTSIDE COLLABORATIVE FOR CHILDREN, YOUTH & FAMILIES  
Contact Person: Susan Alvarado  
Address: 625 Miramonte St. #104  
Half Moon Bay CA 94019  
Phone Number: 650-712-1598 Fax Number: 712-1598

**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 18 day of March, 2003 at Half Moon Bay CA  
(City)

Susan Alvarado Susan Alvarado Executive Director  
Signature Name (Please print)  
Executive Director  
Title

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 03/25/03

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

**FROM:** Ernie Bednar, Human Services Contracts  
FAX: (650) 596-3478      PONY: HSA210

**SUBJECT:** Contract Insurance Approval

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

CONTRACTOR NAME: Coastside Collaborative for Children, Youth & Families

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 2

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Assist in the strategic planning process for the Youth Development Project in the Coastside Region of SM County. Contractor serves an administrative function and does not travel or provide direct services. Request a waiver of Automobile Coverage.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$	<input type="checkbox"/>	<input checked="" 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:



Risk Management Signature

Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/20/03

## PRODUCER

Stratton Agency  
CA License #OA91356  
19925 Stevens Creek Blvd #116  
Cupertino, CA 95014

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A

Nonprofits' Insurance

COMPANY  
B

State Compensation Ins. Fund

COMPANY  
CCOMPANY  
D

## INSURED

Coastside Collaborative  
for Children Youth & Families  
625 Miramontes Street #104M  
Half Moon Bay, CA 94019

JAL

## COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	12592NPO	01/06/03	01/06/04	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1721374	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Insureds Operations. Certificate Holder, the County, its officers, agents, employees and servants are shown as Additional Insured per contractual agreement. Coverage is deemed primary and non-contributory.

## CERTIFICATE HOLDER

Human Services Agency  
ATTN: Esther Lucas  
400 Harbor Blvd, Bldg C  
Belmont, CA 94002

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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





**AGREEMENT  
BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**EL CENTRO DE LIBERTAD**

**For the period of**

**January 1, 2003 through December 31, 2005**

Contact Person:

***Ernie Bednar***

***Human Services Analyst***

**(650) 802-7675**

**AGREEMENT WITH  
EL CENTRO DE LIBERTAD  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and EL CENTRO DE LIBERTAD hereinafter called "Contractor";

**W I T N E S S E T H**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:    | California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services |
| Exhibit B:    | Payment for Services and Approved Budget (January 1, 2003 through December 31, 2003)        |
| Exhibit C:    | Outcome Based Management (OMB) and Budgeting Responsibilities                               |
| Attachment 1: | Compliance with Section 504   |
| Attachment 2: | Fingerprinting Compliance   |
| Attachment 3: | Monitoring Procedures   |
| Attachment 4: | Program Specific Requirements   |
| Attachment 5: | Equal Benefits Compliance   |

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

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

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described

in the Exhibits, 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 the 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 Exhibits 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 Exhibits and Attachment 4 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 (15<sup>th</sup>) 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 Exhibits 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.

**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 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 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**  
**Controlling Law**

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

**14. Term and termination 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 December 31, 2005.

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
- (2) In the case of Contractor, to:  
El Centro de Libertad  
1230- A Hopkins Ave  
Redwood City CA 94062

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, County of San Mateo

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

ATTEST:

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

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

EL CENTRO DE LIBERTAD

George Borg Executive Director  
Name, Title - Print

George Borg  
Signature

Date: 3/18/03

## **EXHIBIT A**

### **El Centro de Libertad**

Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant #SDF03-12  
January 1, 2003 through December 31, 2005

#### **I. Coastside Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs. The term of the Agreement January 1, 2003 and ends December 31, 2005. The services described in Exhibit A of this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Contract will be amended to reflect the services to be provided for the second and third year of the Contract period.

##### **A. Strategic Planning: January 1, 2003 – June 30, 2003:**

Work in collaboration with San Mateo County Alcohol and Other Drug Services to gather information and involve youth, families and community members as part of the strategic planning processes for the southern and central coastside components of the Coastside YDP.

##### **B. Prevention Activities for Parents in the Southern Coastside Community:**

1. Provide three (3) informational workshops, each ninety (90) minutes in length, to parents of students attending Pescadero High School.
  - a. Workshops will address a profile of local alcohol and drug use problems, the disease model, community treatment options, and ways to access local services.
  - b. Thirty (30) parents will attend each of the three workshops.
2. Coordinate advertising of the informational workshops with staff of South Coast Children's Services. Advertising will include, at minimum, outreach to parents and the local community.

##### **C. Prevention Activities in the Central Coastside Community**

1. Provide outreach and support to at risk students at Half Moon Bay High School and Pilarcitos Alternative School to encourage participation in the after school program at the Half Moon Bay High School site.

2. Coordinate the scheduling of a twelve (12) week violence prevention workshop series at Pilarcitos Alternative School.
  - a. Contractor will work with the Cabrillo Unified School District staff to schedule the workshop series.
  - b. Provide the twelve (12) week violence prevention workshop series at Pilarcitos Alternative School. At least fifteen (15) students per year will complete the workshop series. The focus of the workshop series will be on violence prevention and anger management. Each workshop session will be sixty (60) to ninety (90) minutes in length.
3. Provide two (2) informational workshops on alcohol and drug use to parents of students attending Half Moon Bay High School and Pilarcitos Alternative School.
  - a. Workshops will address a profile of local alcohol and drug use problems, the disease model, community treatment options, and ways to access local services.
  - b. Thirty (30) parents will attend each of the two (2) workshops.
4. Coordinate advertising of the informational workshops with staff of Cabrillo Unified School District and the Youth Leadership Institute. Advertising will include at minimum outreach to parents and the local community.
5. Provide a twelve (12) week prevention education class series to youth at the Moonridge Housing Project.

B. Prevention Hours of Staff Availability

Provide four hundred fifty-six (456) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

II. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other Coastsides YDP service providers and youth participants to develop and implement appropriate environmental prevention strategies. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community. Include progress on these efforts in quarterly narrative reports.

## **EXHIBIT B**

### **El Centro de Libertad**

Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant  
January 1, 2003 through December 31, 2005

#### **I. Coastside Youth Development Partnership Prevention Services, Payments**

##### **1. Rates of Payment**

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is FORTY-FIVE THOUSAND DOLLARS (\$45,000). The program funding for each year of the project is as follows:
  - January 1, 2003 through December 30, 2003, is FIFTEEN THOUSAND DOLLARS (\$15,000);
  - January 1, 2004 through December 30, 2004, is FIFTEEN THOUSAND DOLLARS (\$15,000);
  - January 1, 2005 through December 30, 2005, is FIFTEEN THOUSAND DOLLARS (\$15,000).

##### **2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line items of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

##### **3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003

through December 31, 2003 is included in Section II. of this Exhibit. An annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15, 2003, for year two, and November 15, 2004, for year three of this Agreement.

- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

**4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any of the services described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the

Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**II. Approved Contract Expenditure Budget**

COST CATEGORY	FISCAL YEAR (FY) ESTIMATES			TOTAL COST TO PROJECT
	FY-1 01-01-03 to 12-31- 03	FY-2 01-01-04 to 12-31-04	FY-2 01-01-05 to 12-31-05	
<b>A. PERSONNEL COSTS</b>				
Executive Director .014FTE	\$ 1,207.00	\$ 1,207.00	\$ 1,207.00	\$ 3,621.00
Office Assistants .063FTE	\$ 1,843.00	\$ 1,843.00	\$ 1,843.00	\$ 5,529.00
Counselor Supervisor .014FTE	\$ 677.00	\$ 677.00	\$ 677.00	\$ 2,031.00
Counselor .036FTE	\$ 1,492.00	\$ 1,492.00	\$ 1,492.00	\$ 4,476.00
Counselor .022FTE	\$ 766.00	\$ 766.00	\$ 766.00	\$ 2,298.00
Counselor .06FTE	\$ 236.00	\$ 236.00	\$ 236.00	\$ 708.00
Counselor .10FTE	\$ 3,057.00	\$ 3,057.00	\$ 3,057.00	\$ 9,171.00
Employee Benefits @25%	\$ 2,320.00	2,320.0	2,320.0	\$ 6,959.00
<b>Total Personnel Costs</b>	<b>\$ 11,598.00</b>	<b>11,598.0</b>	<b>11,598.0</b>	<b>\$ 34,794.00</b>
<b>B. TRAVEL EXPENSES</b>				
<b>Total Travel Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>C. OTHER DIRECT COSTS</b>				
Rent	\$1,998	\$1,998	\$1,998	\$5,994
Insurance	\$163	\$163	\$163	\$489
Telephone	82	82	82	246

Office Equipment	130	130	130	390
Office Supplies	147	147	147	441
Program Supplies	114	114	114	342
Advertising	179	179	179	537
Postage	33	33	33	99
Bookkeeping	360	360	360	1,080
Audit	49	49	49	147
Tax and License	16	16	16	48
Miscellaneous	41	41	41	123
Training	90	90	90	270
<b>Total Other Direct Costs</b>	<b>\$3,402</b>	<b>\$3,402</b>	<b>\$3,402</b>	<b>\$10,206</b>
<b>COST CATEGORY</b>	<b>FISCAL YEAR (FY) ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>FY-1 01-01-03 to 12-31- 03</b>	<b>FY-1 01-01-04 to 12-31- 04</b>	<b>FY-1 01-01-05 to 12-31- 05</b>	
<b>D. INDIRECT COSTS</b>				
<b>Total Indirect Costs @ __%</b>				<b>\$0</b>
<b>E. CONTRACTUAL SERVICES</b>				
<b>Total Contractual Services</b>				<b>\$0</b>
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$45,000</b>

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**EL CENTRO DE LIBERTAD**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulations.

George Borg

Name of 504 Person – Type or Print

El Centro De Libertad 1230- A Hopkins Ave

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

<u>Redwood City</u>	<u>CA</u>	<u>94062</u>
City	State	Zip Code

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

3-18-03  
Date

George Borg  
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."


03-05 sdfsydp

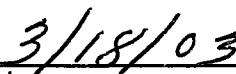
## ATTACHMENT 2

### **FINGERPRINTING COMPLIANCE Agreement with EL CENTRO DE LIBERTAD Alcohol and Drug Prevention Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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.
- C. Contractor will maintain, and will 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 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.

  
Name (Signature)

  
Title

  
Date

**ATTACHMENT 3**  
**EL CENTRO DE LIBERTAD**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontractor's Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.

- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market.

4. If the Alcohol and Drug Services Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.

1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.

8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.
  1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
  1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
  2. The death by any cause of a person currently receiving services from Contractor's program(s).
  3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
  4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
  5. Serious personal injury.
  6. Serious property damage.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**EL CENTRO DE LIBERTAD**  
**January 1, 2003 through December 31, 2005**

**I. Contractor's Responsibilities**

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

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

## **II. County's Responsibilities**

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: El Centro de Libertad

Contact Person: George Borg

Address: 1230- A Hopkins Ave, Redwood City CA 94062

Phone Number: (650) 599-9955

Fax Number: (650) 599-9273

**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 18<sup>th</sup> day of March, 2003 at Redwood City

George Borg  
Signature

George Borg  
Name (Please print)

Executive Director  
Title

94-3189174  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: May 23, 2002

TO: Priscilla Harris-Morse, Risk Manager

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

SUBJECT: Contract Insurance Approval

CONTRACTOR: El Centro de Libertad (AKA: The Freedom Center)

DOES CONTRACTOR TRAVEL?

Yes

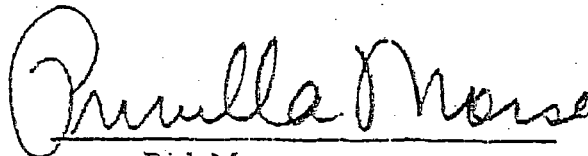
DUTIES:

Provides nonresidential alcohol and drug treatment and prevention services to adults and adolescents in San Mateo County.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature:

  
Risk Management

Inform.wp



**AGREEMENT  
BETWEEN  
COUNTY OF SAN MATEO  
AND  
SOUTH COAST CHILDREN'S SERVICES**

**For the period of**

**January 1, 2003 through December 31, 2005**

Contact Person:  
***Ernie Bednar***  
***Human Services Analyst***  
***(650) 802-7675***

**AGREEMENT WITH  
SOUTH COAST CHILDREN'S SERVICES  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and SOUTH COAST CHILDREN'S SERVICES hereinafter called "Contractor";

**W I T N E S S E T H**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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: California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services

Exhibit B: Payment for Services and Approved Budget (January 1, 2003 December 31, 2003)

Exhibit C: Outcome Based Management (OMB) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: Monitoring Procedures

Attachment 4: Program Specific Requirements

Attachment 5: Equal Benefits Compliance

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

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

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described

Agreement shall not exceed ONE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS (\$165,168) for the contract term.

**B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the 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 Exhibits 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 Exhibits and Attachment 4 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 (15<sup>th</sup>) 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 Exhibits 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.

**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 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

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 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

**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**  
**Controlling Law**

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

**14. Term and termination 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 December 31, 2005.

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
- (2) In the case of Contractor, to:  
South Coast Children's Services  
P.O. Box 525  
Pescadero, CA 94060

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, County of San Mateo

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

ATTEST:

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

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

SOUTH COAST CHILDREN'S SERVICES

Judy McKee, Executive Director  
Name, Title - Print

Judy McKee  
Signature

Date: 3/24/03

**EXHIBIT A**  
**SOUTH COAST CHILDREN'S SERVICES**  
Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant # SDF03-12  
January 1, 2003 through December 31, 2005

I. **Coastside Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs. The term of the Agreement is January 1, 2003 through December 31, 2005. The services described in Exhibit A of this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Contract will be amended to reflect the services to be provided for the second and third year of the Contract period.

A. **Strategic Planning:** January 1, 2003 through June 30, 2003

1. Work in collaboration with San Mateo County Alcohol and Other Drug Services staff to develop a strategic plan for the southern coastside component of the Coastside YDP in the following ways:
  - a. Initiate and facilitate a strategic planning process with Contractor's Project Horizons Youth Council.
  - b. Facilitate information gathering and the involvement of youth, family and community members in the strategic planning process.

B. **Project Horizons Youth Council**

1. Administer the operations of Project Horizons Youth Council and involve youth who are participants in development of all projects and activities. Participants will be involved in the planning, implementation and execution of projects and activities. At least ten (10) participants will attend monthly meetings during the school year.
  - a. Provide outreach to at-risk youth attending Pescadero High School to involve them in program activities, including development and planning.
2. Locate appropriate adults in the community who will use their knowledge and skills to facilitate each of the projects and activities with the participants.

3. Provide support locating space for the projects and activities, purchasing supplies and arranging transportation for participants.

C. **Prevention Activities in Southern Coastside Schools**

1. Develop at least two (2) activities, such as extracurricular classes or workshops to take place at the Pescadero High School site or another mutually agreed upon site.
  - a. At least five (5) members of Project Horizons Youth Council will assist in planning the activities.
2. Develop twenty (20) activities each school year at Pescadero High School. Involve the Youth Council in planning and developing activities utilizing information collected from youth through a youth interest inventory. Activities may include artistic expression, community service, cultural activities, environmental strategies and appropriate recreational alternatives. In addition to these activities participants will be offered tutoring, and career guidance.
  - a. A minimum of thirty (30) unduplicated participants will participate in a minimum of (20) hours of activities per participant.
  - b. Locate appropriate adults in the community who will use their knowledge and skills to facilitate each of the projects and activities with the participants.
  - c. Facilitate the implementation of activities by securing space, purchasing supplies, providing transportation.
3. Activities will be designed to help participants develop skills and to provide alternatives to violence and alcohol and drug use.
4. Assist El Centro de Libertad staff in advertising three (3) informational workshops for parents each year at Pescadero High School by:
  - a. Providing outreach to parents and the local community regarding the workshops.
  - b. Determining and suggesting appropriate topics, venues and scheduling for the workshops.

D. **Prevention Hours of Staff Availability**

Provide one thousand one hundred sixty-two (1,162) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

II. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other

Coastside YDP service providers and youth participants to develop and implement appropriate environmental prevention strategies. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community. Include progress on these efforts in quarterly narrative reports.

**EXHIBIT B**  
**SOUTH COAST CHILDREN'S SERVICES**  
Coastside Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant  
January 1, 2003 through December 31, 2005

**I. Coastside Youth Development Partnership Prevention Services, Payments**

**1. Rates of Payment**

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is ONE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS (\$165,168). The program funding for each year of the project is as follows:
- January 1, 2003 through December 30, 2003, is FIFTY-FIVE THOUSAND FIFTY-SIX DOLLARS (\$55,056);
  - January 1, 2004 through December 30, 2004, is FIFTY-FIVE THOUSAND FIFTY-SIX DOLLARS (\$55,056);
  - January 1, 2005 through December 30, 2005, is FIFTY-FIVE THOUSAND FIFTY-SIX DOLLARS (\$55,056).

**2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line item of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

### **3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003 through December 31, 2003 is included in Section II. of this Exhibit. An annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15, 2003, for year two, and November 15, 2004, for year three of this Agreement.
- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

### **4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

### **5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any of the services described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County

has reviewed said audit report.

- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**II. Approved Contract Expenditure Budget**

COST CATEGORY	BUDGET PERIOD ESTIMATES			TOTAL COST TO PROJECT
	Y-1 01-01-03 to 12-31-03	Y-2 01-01-04 to 12-31-04	Y-3 01-01-05 to 12-31-05	
<b>A. PERSONNEL COSTS</b>				
Executive Director .05 FTE	In-kind	In-kind	In-kind	
Program Director .6FTE	\$ 33,600	\$ 33,600	\$ 33,600	\$ 100,800
Employee Benefits @18%	\$ 6,048	\$ 6,048	\$ 6,048	\$ 18,144
<b>Total Personnel Costs</b>	<b>\$ 39,648</b>	<b>\$ 39,648</b>	<b>\$ 39,648</b>	<b>\$ 118,944</b>
<b>B. TRAVEL EXPENSES</b>				
Mileage	\$ 307	\$ 307	\$ 307	\$ 921
Participant Transportation	\$ 1,094	\$ 1,094	\$ 1,094	\$ 3,282
				\$ -
<b>Total Travel Expenses</b>	<b>\$ 1,401</b>	<b>\$ 1,401</b>	<b>\$ 1,401</b>	<b>\$ 4,203</b>

<b>C. OTHER DIRECT COSTS</b>				
Office Supplies	\$ 300	\$ 300	\$ 300	\$ 900
Postage/Mailing	\$ 50	\$ 50	\$ 50	\$ 150
Printing/Duplicating	\$ 240	\$ 240	\$ 240	\$ 720
Insurance	\$ 2,446	\$ 2,446	\$ 2,446	\$ 7,338
Audit and Fiscal Costs	\$ 750	\$ 750	\$ 750	\$ 2,250
Instruction	\$ 3,600	\$ 3,600	\$ 3,600	\$ 10,800
Program Supplies	\$ 2,639	\$ 2,639	\$ 2,639	\$ 7,917
Activity Fees	\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000
<b>Total Other Direct Costs</b>	<b>\$ 12,025</b>	<b>\$ 12,025</b>	<b>\$ 12,025</b>	<b>\$ 36,075</b>
<b>COST CATEGORY</b>	<b>BUDGET PERIOD ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>Y-1 01-01-03 to 12-31-03</b>	<b>Y-2 01-01-04 to 12-31-04</b>	<b>Y-3 01-01-05 to 12-31-05</b>	
<b>D. INDIRECT COSTS</b>				
<b>Total Indirect Costs @ 5%</b>	<b>\$ 1,982</b>	<b>\$ 1,982</b>	<b>\$ 1,982</b>	<b>\$ 5,946</b>
<b>E. CONTRACTUAL SERVICES</b>				
<b>Total Contractual Services</b>				
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$ 55,056</b>	<b>\$ 55,056</b>	<b>\$ 55,056</b>	<b>\$ 165,168</b>

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**SOUTH COAST CHILDREN'S SERVICES**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency;

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☒ employs fewer than 15 persons.
- b. ☐ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulations.

\_\_\_\_\_  
Name of 504 Person – Type or Print

South Coast Children's Services P.O. Box 525  
Name of Contractor(s) Type or Print Street Address or P.O. Box

Pescadero, CA 94062  
City State Zip Code

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

3/26/03  
Date

Judy McKee, 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 SOUTH COAST CHILDREN'S SERVICES Alcohol and Drug Prevention Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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 omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will 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 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.

Judy McFree  
Name (Signature)

Executive Director  
Title

3/24/03  
Date

**ATTACHMENT 3**  
**SOUTH COAST CHILDREN'S SERVICES**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontractor's Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-12 with the State of California Department of Alcohol and Drug Programs.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
  - f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement

and the grievance procedure must be available to program participants.

- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.

- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

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

detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.

3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

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

**ATTACHMENT 4**  
**Monitoring Procedures**  
**SOUTH COAST CHILDREN'S SERVICES**  
**January 1, 2003 through December 31, 2005**

**I. Contractor's Responsibilities**

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

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

## **II. County's Responsibilities**

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: South Coast Children's Services

Contact Person: Judy McKee

Address: P.O. Box 525, Pescadero, CA 94060

Phone Number: (650) 879-0013

Fax Number: (650) 879-0708

**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 24 day of March, 2003 at South Coast Children's Svc., 2041 Pescadero Rd, Pescadero, CA 94060

Judy McKee  
Signature

Judy McKee  
Name (Please print)

Executive Director  
Title

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 15, 2002

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

SUBJECT: Contract Insurance Approval

CONTRACTOR: South Coast Children's Services

DOES CONTRACTOR TRAVEL? Yes

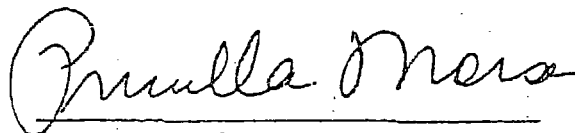
DUTIES:

Provides alcohol and drug prevention services to youth on the coastside.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Improper Sexual Conduct	<u>\$250,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:



Risk Management

Insform.wp



**AGREEMENT  
BETWEEN**

**AGREEMENT  
BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**ASIAN AMERICAN RECOVERY SERVICES**

**For the period of**

**January 1, 2003 through December 31, 2005**

Contact Person:

***Ernie Bednar***

***Human Services Analyst***

***(650) 802-7675***

**FLAT RATE AGREEMENT WITH  
ASIAN AMERICAN RECOVERY SERVICES  
FOR ALCOHOL AND DRUG PREVENTION SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and ASIAN AMERICAN RECOVERY SERVICES hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

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

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:    | California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services |
| Exhibit B:    | Payment for Services and Approved Budget (January 1, 2003 through December 31, 2003)        |
| Exhibit C:    | Outcome Based Management (OMB) and Budgeting Responsibilities                               |
| Attachment 1: | Compliance with Section 504   |
| Attachment 2: | Fingerprinting Compliance   |
| Attachment 3: | Program Specific Requirements   |
| Attachment 4: | Monitoring Procedures   |
| Attachment 5: | Equal Benefits Compliance   |

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

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

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described

Agreement shall not exceed THREE HUNDRED TWENTY FOUR THOUSAND DOLLARS (\$324,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in the 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 Exhibits 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 B 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 (15<sup>th</sup>) 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 Exhibits 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.

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 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**  
**Controlling Law**

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

14. **Term and termination 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 December 31, 2005.

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
- (2) In the case of Contractor, to:  
Asian American Recovery Services  
965 Mission St # 325  
San Francisco, CA 94103

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, County of San Mateo

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

ATTEST:

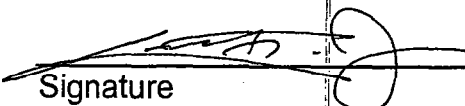
\_\_\_\_\_  
Clerk of Said Board

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

ASIAN AMERICAN RECOVERY SERVICES

Leonardo A. Tacata, Jr - Associate Director

Name, Title - Print

  
Signature

Date: March 23, 2003

03-05 sdfsaars

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**ASIAN AMERICAN RECOVERY SERVICES**

North San Mateo County Youth Development Partnership  
Prevention Services Supported by a California Safe and  
Drug-Free Schools and Communities Grant (Grant # SDF03-05)  
January 1, 2003 through December 31, 2005

I. **North San Mateo County Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-05 with the State of California Department of Alcohol and Drug Programs. The term of the Agreement is January 1, 2003 and ends December 31, 2005. The services described in Exhibit A of this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Contract will be amended to reflect the services to be provided for the second and third year of the Contract period.

A. **Strategic Planning**

1. Assist in the development of a strategic plan for the YDP in cooperation with San Mateo County Alcohol and Other Drug Services staff and the Youth Leadership Institute. The completion date for the strategic plan is June 30, 2003.
2. Facilitate information gathering and the involvement of youth, parents and community members in the strategic planning process.

B. **Friday Night Live Program Implementation**

1. Develop a Friday Night Live (FNL) group at Jefferson High School. Groups will be tailored to address the specific needs of the school and ongoing training will be provided to address those needs. The groups will meet a minimum of two (2) hours per session for at least twenty (20) sessions during each school year. The groups will serve a minimum of twenty (20) unduplicated participants each school year. Participants will be ages fourteen (14) to eighteen (18). Participants trained in these groups will provide one-on-one mentoring to a minimum of (15) fifteen students from Pollicita Middle School.
2. Develop a Friday Night Live (FNL) group at Westmoor High School. Groups will be tailored to address the specific needs of the school and ongoing training will be provided to address

those needs. The groups will meet a minimum of two (2) hours per session for at least twenty (20) sessions during each school year. The groups will serve a minimum of twenty (20) unduplicated participants during each school. Participants will be ages fourteen (14) to eighteen (18). Participants trained in these groups will provided one-on-one mentoring to a minimum of fifteen (15) students from Fernando Rivera Intermediate School.

3. Develop a Friday Night Live (FNL) group at Oceana High School. Groups will be tailored to address the specific needs of the school and ongoing training will be provided to address those needs. The groups will meet a minimum of two (2) hours per session for at least twenty (20) sessions during each school year. The groups will serve a minimum of twenty (20) unduplicated participants during each school. Participants will be ages fourteen (14) to eighteen (18).
4. Develop a Friday Night Live (FNL) group at Terra Nova High School. Groups will be tailored to address the specific needs of the school and ongoing training will be provided to address those needs. The groups will meet a minimum of two (2) hours per session for at least twenty (20) sessions during each school year. The groups will serve a minimum of twenty (20) unduplicated participants during each school. Participants will be ages fourteen (14) to eighteen (18).
5. Provide four (4) follow up groups each school year at Jefferson, Westmoor, Oceana High, and Terra Nova High Schools. The focus of the groups will be on violence prevention and they will be offered to all Challenge Day participants and other interested students. The groups will serve a minimum of forty (40) unduplicated participants per school year. Contractor will provide follow up and dialogue on topics raised on Challenge Day. Each group will address the roots of violence and oppression and will develop a youth-led project each year to promote a positive environment at their school.
6. Coordinate and assist FNL participants in developing a minimum of four (4) environmental prevention projects each school year. The projects will raise community awareness, create parent involvement, or change local systems in positive ways.

The activities will lead to a reduction of alcohol or drug use among teens in Daly City and Pacifica. Each project will have the involvement of a minimum of (10) youth participants from FNL groups.

C. Prevention Hours of Staff Availability

Provide three thousand one hundred twenty-seven (3,127) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

II. Environmental Prevention

Work collaborative with County alcohol and Drug Services and North San Mateo County YDP service providers and participants to develop and implement appropriate environmental prevention strategies. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community. Include progress on these efforts in quarterly narrative reports.

**EXHIBIT B**  
**ASIAN AMERICAN RECOVERY SERVICES**  
North San Mateo County Youth Development Partnership  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant  
January 1, 2003 through December 31, 2005

**I. North San Mateo County Youth Development Partnership Prevention Services,  
Payments**

**1. Rates of Payment**

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is THREE HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$324,000). The program funding for each year of the project is as follows:
  - January 1, 2003 through December 30, 2003, is ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000);
  - January 1, 2004 through December 30, 2004, is ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000);
  - January 1, 2005 through December 30, 2005, is ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000).

**2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line items of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

### **3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003 through December 31, 2003 is included in Section II. of this Exhibit. An annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15 of 2003, for year two, and November 15, 2004, for year three of this Agreement.
- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

### **4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

### **5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any of the services described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County

has reviewed said audit report.

- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

**II. Approved Contract Expenditure Budget**

COST CATEGORY	FISCAL YEAR (FY) ESTIMATES			TOTAL COST TO PROJECT
	FY-1 01-01-03 to 12-31-03	FY-2 01-01-04 to 12-31-04	FY-3 01-01-05 to 12-31-05	
<b>A. PERSONNEL COSTS</b>				
Program Director (.25 FTE)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000
Health Educator (1.0 FTE)	\$ 32,000	\$ 32,000	\$ 32,000	\$ 96,000
Health Educator (.50 FTE)	\$ 16,000	\$ 16,000	\$ 16,000	\$ 48,000
Employee Benefits @ 24 %	15,120	15,120	15,120	45,360
<b>Total Personnel Costs</b>	<b>\$ 78,120</b>	<b>\$ 78,120</b>	<b>\$ 78,120</b>	<b>\$ 234,360</b>
<b>B. TRAVEL EXPENSES</b>				
Local travel mileage	\$2,667	\$2,667	\$2,667	\$8,001
				0
				0
<b>Total Travel Expenses</b>	<b>\$2,667</b>	<b>\$2,667</b>	<b>\$2,667</b>	<b>\$8,001</b>

<b>C. OTHER DIRECT COSTS</b>				
Rent	\$8,806	\$8,806	\$8,806	\$26,418
Program Supplies	3,000	3,000	3,000	9,000
				0
<b>Total Other Direct Costs</b>	<b>\$11,806</b>	<b>\$11,806</b>	<b>\$11,806</b>	<b>\$35,418</b>
<b>COST CATEGORY</b>	<b>FISCAL YEAR (FY) ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>FY-1 01-01-03 to 12-31-03</b>	<b>FY-2 01-01-04 to 12-31-04</b>	<b>FY-3 01-01-05 to 12-31-05</b>	
<b>D. INDIRECT COSTS</b>				
<b>Total Indirect Costs @ 8%</b>	<b>\$7,407</b>	<b>\$7,407</b>	<b>\$7,407</b>	<b>\$22,222</b>
<b>E. CONTRACTUAL SERVICES</b>				
Jefferson Union High School District	\$8,000	\$8,000	\$8,000	\$24,000
<b>Total Contractual Services</b>	<b>\$8,000</b>	<b>\$8,000</b>	<b>\$8,000</b>	<b>\$24,000</b>
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$108,000</b>	<b>\$108,000</b>	<b>\$108,000</b>	<b>\$324,001</b>

aars ex-b

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulations.

Mary Cheung, Director of Human Resources

Name of 504 Person – Type or Print

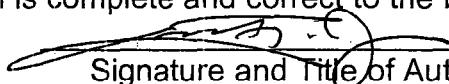
Asian American Recovery Services 134 Hillside Blvd-----  
Name of Contractor(s) Type or Print Street Address or P.O. Box

Daly City, CA 94014  
City State Zip Code

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

Mar. 23, 2003

Date

  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations).other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## ATTACHMENT 2

### **FINGERPRINTING COMPLIANCE Agreement with ASIAN AMERICAN RECOVERY SERVICES Alcohol and Drug Prevention Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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.
- C. Contractor will maintain, and will 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 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.

  
Name (Signature)

Associate Director

Title

03/23/03

Date

**ATTACHMENT 3**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontract Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. **Program Requirements:**

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

B. **Underserved Populations Requirements:**

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-05 with the State of California Department of Alcohol and Drug Programs.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
  - f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement

and the grievance procedure must be available to program participants.

- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.

- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

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

detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.

3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

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

**ATTACHMENT 4**  
**Monitoring Procedures**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**January 1, 2003 through December 31, 2005**

**I. Contractor's Responsibilities**

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

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

## **II. County's Responsibilities**

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Asian American Recovery Services, Inc.

Contact Person: Mary Cheung

Address: 965 Mission Street #325 – San Francisco, CA 94103

Phone Number: 415-541-9285 ex 225

Fax Number: 415-541-9986

**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 23<sup>rd</sup> day of March, 2003 at Asian American Recovery Services, Inc.

  
Signature

Leonardo A. Tacata, Jr.  
Name (Please print)

Associate Director  
Title

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 25, 2002  
TO: Priscilla Harris-Morse, Risk Manager  
FROM: Jane Marks, Alcohol and Drug Services  
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE  
SUBJECT: Contract Insurance Approval

CONTRACTOR: Asian American Recovery Services

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provide alcohol and drug prevention and treatment services to adolescents and adults.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
— Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
— No employees				

Remarks/Comments:

Signature:

Priscilla Morse  
Risk Management

Insurance Request Form.doc



**AGREEMENT  
BETWEEN  
COUNTY OF SAN MATEO  
AND  
YOUTH LEADERSHIP INSTITUTE  
For the period of  
January 1, 2003 through December 31, 2005**

Contact Person:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802-7675**

**FLAT RATE AGREEMENT WITH  
YOUTH LEADERSHIP INSTITUTE  
FOR ALCOHOL AND DRUG 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 alcohol and drug 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:    | California Safe and Drug Free-Free Schools and Communities Grant Funded Prevention Services |
| Exhibit B:    | Payment for Services and Approved Budget (January 1, 2003 through December 31, 2003)        |
| Exhibit C:    | Outcome Based Management (OMB) and Budgeting Responsibilities                               |
| Attachment 1: | Compliance with Section 504   |
| Attachment 2: | Fingerprinting Compliance   |
| Attachment 3: | Monitoring Procedures   |
| Attachment 4: | Program Specific Requirements   |
| Attachment 5: | Equal Benefits Compliance   |

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

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

**3. Payments**

- A. Maximum Amount

in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for the contract term.

**B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the 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 Exhibits 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 Exhibits and Attachment 4 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 (15<sup>th</sup>) 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 Exhibits 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.

**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 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 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**  
**Controlling Law**

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

**14. Term and termination 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 December 31, 2005.

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

(2) In the case of Contractor, to:  
Youth Leadership Institute  
246 First St. Suite 400  
San Francisco, CA 94105

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, County of San Mateo

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


ATTEST:

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

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

YOUTH LEADERSHIP INSTITUTE

Maurice Sedman, Executive Director  
Name, Title - Print

  
Signature

Date: 3-20-03

03-05 sdfsyli

**EXHIBIT A**  
**YOUTH LEADERSHIP INSTITUTE**

North San Mateo County and Coastside Youth Development Partnerships  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grants #SDF03-05 and SDF03-12  
January 1, 2003 through December 31, 2005

**I. North San Mateo County Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County. Contractor will maintain compliance with the requirements of California Safe and Drug-Free Schools and Communities Grant # SDF03-05 with the State of California Department of Alcohol and Drug Programs. The Contract period begins on January 1, 2003 and ends December 31, 2005. The services in this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Agreement will be amended to reflect the services to be provided for the second and third year of the Contract period.

**A. Strategic Planning**

Assist in the development of a strategic plan for the North San Mateo County YDP with San Mateo County Alcohol and Other Drug Services staff and Asian American Recovery Services. The completion date for the strategic plan is 6/30/03.

**B. Friday Night Live Program Implementation**

Provide technical assistance and training to Asian American Recovery Services staff to assist in the implementation of outcome driven Friday Night Live (FNL) programs at Jefferson, Oceana, Terra Nova and Westmoor High Schools.

1. Provide twenty (20) hours of group training to a minimum of five (5) Asian American Recovery Services staff from January 1, 2003 to December 31, 2003. The topics will include: Youth development, environmental prevention strategies, violence prevention and youth advocacy.
2. Provide annual training workshops to the four high schools in the YDP. These services will be provided at Back to School Nights when possible. Participants will include at minimum, school staff and parents of the four (4) high schools. Topics will include youth development and environmental prevention. Each training workshop will be a minimum of ninety (90) minutes in length will be serve at least twenty (20) unduplicated school staff and parents at each school.

3. Provide technical assistance and support to Asian American Recovery Services staff and FNL participants during the development of environmental prevention activities at the four high schools in the YDP. At least one (1) project per site will be implemented each year with the Contractor's assistance.
4. Provide Contractor's Youth Development Framework for the FNL groups.

C. **Friday Night Live Implementation at Wilderness Program**

1. Contractor will develop and implement a Friday Night Live (FNL) group at the Wilderness Program. The group will meet at least two (2) hours per session for a minimum of thirty (30) sessions per school year. The group will serve at least thirty (30) unduplicated students per school year.
2. Contractor will provide a focus group at the Wilderness Program on violence prevention. The group will offer follow up and dialogue regarding the topics raised on Challenge Day. The group will start with a discussion of the roots of violence and oppression and will develop a youth-led project to promote a positive school environment.

II. **Coastside Youth Development Partnership (YDP) Services**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County. Contractor will maintain compliance with the requirements of California Safe and Drug-Free Schools and Communities Grant # SDF03-12. The Contract period begins on January 1, 2003 and ends December 31, 2005. The services in this Agreement address the first year of the Contract period, which begins January 1, 2003 and ends December 31, 2003. Services for year two (2) and year three (3) of the project will be negotiated with the Contractor prior to December 31 of each year. The Agreement will be amended to reflect the services to be provided for the second and third year of the Contract period.

A. **Strategic Planning**: January 1, 2003 – June 30, 2003.

Work in collaboration with San Mateo County Alcohol and Other Drug Services to gather information and involve youth, families and community members as part of the strategic planning process for the central coastside component of the Coastside YDP. The completion date for the strategic plan is 6/30/03.

B. **Central Coastside Friday Night Live (FNL)**:

1. Implement a Friday Night Live (FNL) chapter at Half Moon Bay High School by June 30, 2003. Implementation will include the following:
  - a. Train and support a local FNL advisor.

- b. Collaborate with the Sheriff's Activity League (SAL) and Cabrillo Unified School District (CUSD) to make FNL participation available to youth as part of the after school services.
  - c. Provide outreach to involve at-risk students in developing and participating in FNL projects and activities.
- 2. FNL participants at the Half Moon Bay High School site will develop up to two (2) projects and implement them by December 31, 2003.
- 3. Expand the FNL chapter at the Moonridge community in Half Moon Bay through outreach to at-risk youth who live in the community.
  - a. The FNL chapter at the Moonridge community will meet at least two (2) hours per week for a minimum of twenty-four (24) sessions per year. The FNL chapter will serve a minimum of twenty (20) unduplicated youth per year.
  - b. The FNL chapter at the Moonridge community will develop and implement alternative activities and environmental prevention strategies as a result of their meetings.
- 4. Provide information and outreach to the Main Street community and assess the feasibility of implementing a FNL chapter there. Report on progress regarding this assessment by June 30, 2003.
- 5. Offer opportunities to local youth to participate in county wide, regional and/or statewide FNL activities. Examples include leadership trainings and conferences.

**C. Capacity Building/Planning Activities for the Central Coastsides YDP**

- 1. Provide at least fifteen (15) hours of training to fifteen (15) parents and fifteen (15) youth who are or become involved with one of the central coastsides FNL chapters. The training will address youth development principles and the identification and planning of environmental strategies.
- 2. Identify and facilitate an environmental prevention strategy co-created by youth and parents that addresses a local alcohol, drug, or violence related issue. The project will be implemented in year two (2) of the Contract period.
- 3. The environmental prevention efforts will work to effect changes in community attitudes and/or policies, in order to address identified issues/problems and positively influence an environment such as a school or community.

III. **Prevention Hours of Staff Availability**

Provide a total of two thousand five hundred and two hours (2,502) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability will be provided as follows:

- A. Provide one thousand two hundred and fifty-one (1,251) hours of staff availability to North County YDP services.
- B. Provide one thousand two hundred and fifty-one (1,251) hours of staff availability to Coastside YDP services.

yliydp

**EXHIBIT B**  
**YOUTH LEADERSHIP INSTITUTE**  
Youth Development Partnerships  
Prevention Services Supported by California Safe and  
Drug-Free Schools and Communities Grant  
January 1, 2003 through December 31, 2005

**I. San Mateo County Youth Development Partnership Prevention Services, Payments**

**1. Rates of Payment**

A. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000). The program funding for each year of the project is as follows:

1. January 1, 2003 through December 30, 2003, is EIGHTY THOUSAND DOLLARS (\$80,000);

A. Total payments for services provided under the North County Youth Development Partnership Grant # SDF03-05 shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).

B. Total payments for services provided under the Coastsides Youth Development Partnership Grant # SDF03-12 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

2. January 1, 2004 through December 30, 2004, is EIGHTY THOUSAND DOLLARS (\$80,000);

A. Total payments for services provided under the North County Youth Development Partnership Grant # SDF03-05 shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).

B. Total payments for services provided under the Coastsides Youth Development Partnership Grant # SDF03-12 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

3. January 1, 2005 through December 30, 2005, is EIGHTY THOUSAND DOLLARS (\$80,000).
  - A. Total payments for services provided under the North County Youth Development Partnership Grant # SDF03-05 shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).
  - B. Total payments for services provided under the Coastsides Youth Development Partnership Grant # SDF03-12 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000)

## **2. Payments**

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures up to ten (10) percent between line items of their approved program budget. Any adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.

## **3. Required Fiscal Documentation**

- a. Contractor's approved program budget for the period of January 1, 2003 through December 31, 2003 is included in Section II. of this Exhibit. An annual budget covering all contracted services under this Agreement for years two and three of the Contract period shall be submitted by November 15, 2003, for year two, and November 15, 2004, for year three of this Agreement.
- b. Contractor will submit to County a final/year-end Cost Report no later than sixty (60) days after the end of each program year.
- c. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator.

**4. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. monthly Prevention Activity Data System (PADS) Reports;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly activity reports;
- g. monthly hours of staff availability reports ;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. final/year-end Cost Report;

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**5. Procedures in the Event of Termination of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to continue to contract with Contractor for any of the services described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service, Contractor must notify the Alcohol and Drug Services Administrator or her designee, in writing, immediately upon discovery of such inability.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial

obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

## II. Approved Contract Expenditure Budgets

COST CATEGORY	BUDGET PERIOD ESTIMATES			TOTAL COST TO PROJECT
Coastside YDP Grant # SDF03-12	Y-1 01-01-03 to 12-31-03	Y-2 01-01-04 to 12-31-04	Y-3 01-01-05 to 12-31-05	
<b>A. PERSONNEL COSTS</b>				
Director of Prevention .15 FTE	\$ -	\$ -	\$ -	\$ -
FNL Program Coordinator 1 FTE	\$ -	\$ -	\$ -	\$ -
FNL Program Administrative Asst. .20 FTE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00
Director of Programs .20 FTE	\$ 3,960.00	\$ 3,960.00	\$ 3,960.00	\$ 11,880.00
Director Contracts Management .15 FTE	\$ 2,596.00	\$ 2,596.00	\$ 2,596.00	\$ 7,788.00
Fiscal Manager .15 FTE	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 7,920.00
Employee Benefits @28%	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	\$ 12,351.00
<b>Total Personnel Costs</b>	<b>\$ 18,171.00</b>	<b>\$ 18,171.00</b>	<b>\$ 18,171.00</b>	<b>\$ 54,513.00</b>
<b>B. TRAVEL EXPENSES</b>				
Bus and Van Rental	\$ 308.00	\$ 308.00	\$ 308.00	\$ 924.00
Gas	\$ 330.00	\$ 330.00	\$ 330.00	\$ 990.00
Insurance	\$ 220.00	\$ 220.00	\$ 220.00	\$ 660.00
Mileage Reimbursement	\$ 502.00	\$ 502.00	\$ 502.00	\$ 1,506.00
<b>Total Travel Expenses</b>	<b>\$ 1,360.00</b>	<b>\$ 1,360.00</b>	<b>\$ 1,360.00</b>	<b>\$ 4,080.00</b>
<b>C. OTHER DIRECT COSTS</b>				
Rent	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00	\$ 7,320.00
Utilities	\$ 1,056.00	\$ 1,056.00	\$ 1,056.00	\$ 3,168.00
Telephone/Pagers/Fax	\$ 1,204.00	\$ 1,204.00	\$ 1,204.00	\$ 3,612.00
Professional Services	\$ 440.00	\$ 440.00	\$ 440.00	\$ 1,320.00
Postage	\$ 528.00	\$ 528.00	\$ 528.00	\$ 1,584.00
Printing/Photocopying	\$ 800.00	\$ 800.00	\$ 800.00	\$ 2,400.00

Equipment	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 3,960.00
Supplies	\$ 862.00	\$ 862.00	\$ 862.00	\$ 2,586.00
Program Materials and Supplies	\$ 880.00	\$ 880.00	\$ 880.00	\$ 2,640.00
Community Project Fund	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 3,300.00
Identity Items	\$ 3,079.00	\$ 3,079.00	\$ 3,079.00	\$ 9,237.00
TeenWork 2003, S. California	\$ 1,760.00	\$ 1,760.00	\$ 1,760.00	\$ 5,280.00
<b>Total Other Direct Costs</b>	<b>\$ 15,469.00</b>	<b>\$ 15,469.00</b>	<b>\$ 15,469.00</b>	<b>\$ 46,407.00</b>
<b>COST CATEGORY</b>	<b>BUDGET PERIOD ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>Y-1 01-01-03 to 12-31-03</b>	<b>Y-2 01-01-04 to 12-31-04</b>	<b>Y-3 01-01-05 to 12-31-05</b>	
<b>D. INDIRECT COSTS</b>				
<b>Total Indirect Costs @ __%</b>				<b>\$0</b>
<b>E. CONTRACTUAL SERVICES</b>				
<b>Total Contractual Services</b>				<b>\$0</b>
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$105,000</b>
<b>COST CATEGORY</b>	<b>FISCAL YEAR (FY) ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
<b>North County YDP Grant # SD03-05</b>	<b>FY-1 01-01-03 to 12-31-03</b>	<b>FY-2 01-01-04 to12-31-04</b>	<b>FY-3 01-01-05 to 12-31-05</b>	
<b>A. PERSONNEL COSTS</b>				
Director of Prevention	\$ -	\$ -	\$ -	\$ -
FNLP Program Coordinator	\$ -	\$ -	\$ -	\$ -
FNLP Administrative Assistant	\$ 5,000	\$ 5,000	\$ 5,000	15,000
Director of Programs	\$ 3,960	\$ 3,960	\$ 3,960	11,880
Director Contracts Management	\$ 2,596	\$ 2,596	\$ 2,596	7,788
Fiscal Manager	\$ 2,640	\$ 2,640	\$ 2,640	7,920

Employee Benefits @ 28 %	3,975	3,975	3,975	11,925
<b>Total Personnel Costs</b>	<b>\$ 18,171</b>	<b>\$ 18,171</b>	<b>\$ 18,171</b>	<b>\$54,513</b>
<b>B. TRAVEL EXPENSES</b>				
Mileage Reimbursement	\$639	\$639	\$639	\$1,917
				0
				0
<b>Total Travel Expenses</b>	<b>\$639</b>	<b>\$639</b>	<b>\$639</b>	<b>\$1,917</b>
<b>C. OTHER DIRECT COSTS</b>				
Rent	\$3,106	\$3,106	\$3,106	\$9,318
Utilities	1,344	1,344	1,344	4,032
Professional Services	1,423	1,423	1,423	4,269
Postage	972	972	972	2,916
Printing/Photocopying	1,260	1,260	1,260	3,780
Office Supplies	1,096	1,096	1,096	3,288
Telephone/Pagers/Fax	1,680	1,680	1,680	5,040
Equipment (Computer, Digital Camera, Printer)	1,680	1,680	1,680	5,040
Program Materials and Supplies	1,120	1,120	1,120	3,360
Community Project Fund	1,400	1,400	1,400	4,200
Identity Items	5,120	5,120	5,120	15,360
FNLP Interns	3,000	3,000	3,000	
Teenwork 2003 Conference in So. California	1,789	1,789	1,789	5,367
Transportation: Bus and Van Rental	500	500	500	1,500
Gas	420	420	420	1,260
Insurance	280	280	280	840
<b>Total Other Direct Costs</b>	<b>\$26,190</b>	<b>\$26,190</b>	<b>\$26,190</b>	<b>\$78,570</b>
<b>COST CATEGORY</b>	<b>FISCAL YEAR (FY) ESTIMATES</b>			<b>TOTAL COST TO PROJECT</b>
	<b>FY-1 01-01-03 to 12-31-03</b>	<b>FY-2 01-01-04 to 12-31-04</b>	<b>FY-3 01-01-05 to 12-31-05</b>	
<b>D. INDIRECT COSTS</b>				

Total Indirect Costs @ __%				
E. CONTRACTUAL SERVICES				
Total Contractual Services				
TOTAL BUDGET ESTIMATE ALL CATEGORIES	\$45,000	\$45,000	\$45,000	\$135,000

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**YOUTH LEADERSHIP INSTITUTE**  
**January 1, 2003 through December 31, 2005**

**I. 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 Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

## ATTACHMENT 1

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

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

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

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regu

MAUREN SEDONEN

Name of 504 Person – Type or Print

Youth Leadership Institute

246 First St

Name of Contractor(s) Type or Print

Street Address or P.O. Box

San Francisco, CA

CA

94105

City

State

Zip Code

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

3-20-03

Date

Maureen Sedonen, Executive Director  
Signature and Title of Authorized Official

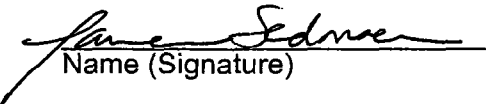
\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

03-05 sdfsnorcoydp1

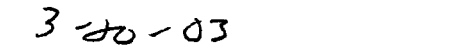
## ATTACHMENT 2

### **FINGERPRINTING COMPLIANCE Agreement with YOUTH LEADERSHIP INSTITUTE Alcohol and Drug Treatment Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: 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 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 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.
- C. Contractor will maintain, and will 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 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.

  
Name (Signature)

  
Title

  
Date

**ATTACHMENT 3**  
**YOUTH LEADERSHIP INSTITUTE**  
**January 1, 2003 through December 31, 2005**  
**Program Specific Requirements**

**I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.
    - a. All subcontracts are subject to pre-approval by State ADP of Subcontract Workplan and Line-Item Budget.

**II. Administrative Requirements for Prevention Programs**

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

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. **Program Requirements:**

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

B. **Underserved Populations Requirements:**

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

- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; and
- 9) diverse cultures.

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

C. Administrative Requirements:

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

D. Facility Requirements:

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

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including requirements of California Safe and Drug-Free Schools and Communities Grant # SDF03-05 and SDF03-12 with the State of California Department of Alcohol and Drug Programs.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
  - f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement

and the grievance procedure must be available to program participants.

- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.

- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

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

detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.

3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

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

**ATTACHMENT 4**  
**Monitoring Procedures**  
**YOUTH LEADERSHIP INSTITUTE**  
**January 1, 2003 through December 31, 2005**

**I. Contractor's Responsibilities**

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

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

**II. County's Responsibilities**

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

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the PADS forms to the State of California.

attachment 4 monitoringp arial

**ATTACHMENT 5**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Youth Leadership Institute

Contact Person: MAUREEN SEDONAEN

Address: 246 First St. Suite 400 San Francisco, CA 94105

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 20<sup>th</sup> day of MARCH, 2003 at SAN FRANCISCO

*Maureen Sedonaen*  
Signature

MAUREEN SEDONAEN  
Name (Please print)

*Executive Director*  
Title

SAN MATEO COUNTY  
MEMORANDUM

DATE:

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

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

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