

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
YOUTH LEADERSHIP INSTITUTE**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing tobacco prevention services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Program/Project Description

Exhibit B - Method and Rate of Payment

Exhibit C - Monitoring Procedures

Exhibit D - Outcome Based Management Responsibilities

Exhibit E - Equal Benefits Compliance Declaration Form

Attachment I - §504 Compliance

Attachment II - Health Insurance Portability and Accountability Act (HIPAA)

Attachment III - Fingerprinting Certification Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred Forty Five Thousand Dollars, \$145,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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 written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The 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, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of

Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The 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 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that 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.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and 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.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

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

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

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 State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

County of San Mateo Human Services Agency
Attn: Mark Korwald, Tobacco Prevention Program
400 Harbor Boulevard, Building C
Belmont, CA 94002

In the case of Contractor, to:

Youth Leadership Institute
Attn: Maureen A. Sedonaen, President/CEO
246 First Street, 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: _____
Jerry Hill, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Youth Leadership Institute
Attn: Maureen A. Sedonaen, President/CEO
246 First Street, Suite 400
San Francisco, CA 94105

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 1/09/06

Exhibit A
Program/Project Description

**Youth Leadership Institute
Tobacco Prevention Services
July 1, 2006 through June 30, 2007
Funded by Tobacco Master Settlement Agreement Funds
And Proposition 99**

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

Objective: Community groups in the cities of Pacifica, Daly City and San Mateo will implement a policy advocacy campaign designed towards the adoption of tobacco retail licensing policies in each city that includes sufficient fees to conduct compliance checks of retailers at least twice a year.

I. County-wide mini-grant

Community Appreciation Event – No later than June, 2006. The contractor will plan, coordinate, invite and host a community appreciation event. It will involve youth and partners in the planning process, providing incentives, providing entertainment and food, recognizing youth and adult leaders, recognizing programs and partners in tobacco control and coordinating speakers.

II. Pacifica

A. Training and Technical Assistance to partner, phase one

Identify and partner with Pacifica community group to help implement activities, specifically the Jefferson Union High School district Tobacco Use Prevention Education (TUPE) program (JUHS TUPE). Conduct trainings on youth tobacco purchase survey protocols and procedures. Conduct trainings on public opinion survey protocol and procedures. Provide technical assistance on implementation of Youth Tobacco Purchase Survey (YTPS) and Public Opinion Survey (POS). Coordinate with the Tobacco Prevention Program (TPP), Program Evaluator to identify survey tools, analyze data and draft reports on YTPS and POS. Develop information packets on tobacco retail licensing, packets will include: city specific fact sheets and educational materials, model policy in addition to other materials as recommended by the media consultant, the Tobacco Education Coalition (TEC) and TPP. Disseminate survey results. Methods and strategy to identify model tobacco retail licensing policies will be determined by YLI staff, youth participants, community partners and TEC members. Complete strategy charts (using Midwest Academy Strategy Chart) and timelines identifying key stakeholders and allies, opponents, tactics and media to advocate for stronger tobacco retailer licensing in the City of Pacifica. Coordinate with the Tobacco Education Coalition, in all program activities, TPP Program Evaluator, to document activities for case study, TPP Media Consultant, for media activities, and with TPP Policy Consultant, on policy activities.

B. Community partner

Conduct Consummated YTPS in all known tobacco retailers in the city of Pacifica where minors are permitted. Conduct at least 300 POS. Involve at least eight (8) youth in the community mini-grant activities.

C. Implementation strategy

Involve at least eight to ten (8-10) youth in the community partner activities. Complete and implement strategy charts per timeline (using the Midwest Academy Strategy Chart). Disseminate survey results. Methods and strategies to identify model tobacco retail licensing policies will be determined by YLI staff, youth participants, community partners and the Tobacco Education Coalition members. Develop one (1) article or press release, highlighting survey results and tobacco retail licensing activities for distribution to local newspapers and other community newsletters. Conduct at least four (4) presentations and/or in person meetings with key opinion leaders and stakeholders, stakeholders could include but are not limited to: police chief, city council members, school board members, chamber of commerce and community and/or faith based groups, highlighting survey results and sharing information on effectiveness of tobacco retail licensing as a way to limit sales of tobacco to minors. Conduct one (1) presentation to the Pacifica City Council highlighting survey results and sharing information on effectiveness of tobacco retail licensing as a way to limit sales of tobacco to minors. Collect at least seven (7) endorsements and/or letters of support from community groups and stakeholders endorsing tobacco retail licensing model policy. If the Pacifica City Council does not adopt the policy within the contract period the grantee agrees to provide media advocacy as on-going support for the policy.

D. Training and Technical Assistance, phase two

Conduct training and technical assistance on strategy chart development and implementation. Conduct at least three (3) trainings to support Pacifica Community partner to implement the above activities. Trainings may include but will not be limited to: public speaking, developing a presentation, how to get letters of support and endorsements and working with the media. Support in development of information packet and fact sheets and identification of model policy. Participate in meetings and presentations with key opinion leaders and stakeholders. Evaluate all provided trainings to assess skills and knowledge related to training content. Coordinate with the TEC on all program activities. Coordinate with TPP Program Evaluator to document activities for case study. Coordinate with TPP Media Consultant for media activities. Coordinate with TPP Policy Consultant on policy activities.

III. Daly City

A. Community partner

Identify and partner with Daly City community groups to help to implement activities within the Stay Safe Youth Coalition (SSYC) of Asian American Recovery Services (AARS). Involve at least ten-twelve (10-12) youth in the community mini-grant activities and trainings. Begin strategy chart (using the Midwest Academy Strategy Chart) and timeliness identifying key stakeholders, allies, opponents, tactics and media to advocate for strong tobacco retailer licensing in the city of Daly City.

B. Training and Technical Assistance, phase one

Conduct training and technical assistance on strategy chart development and implementation. Conduct training on YTPS protocol and procedures. Conduct training on POS protocols and procedures. Provide technical assistance on implementation of YTPS and POS. Coordinate with TPP program evaluator to identify survey tools and to analyze data and draft report on YTPS and POS. Develop information packet on tobacco retail licensing. Packets will include city specific fact sheets and educational materials, model policy as well as the need for retail licensing, the health impact of youth smoking and the societal and health impact of youth smoking. Disseminate survey results. Methods and strategy to identify model tobacco retail licensing policies will be determined by YLI staff, youth participants, community partners and Tobacco Education Coalition on all program activities for case study. Coordinate with TPP Media Consultant for media activities. Coordinate with TPP Policy Consultant on policy activities.

C. Community collaborator

Involve at least ten to twelve (10-12) youth in the community collaborator activities. Conduct consummated YTPS in a large (at least 40% of all known retailers) random sampling of tobacco retailers in Daly City where minors are permitted. Conduct about three hundred (~300) POS. Complete and implement strategy chart per timeline (using Midwest Academy Strategy Chart.) This includes identifying key stakeholders and allies, opponents, tactics and media to advocate for strong tobacco retailer licensing in the City of Daly City. Disseminate survey results. Methods and strategy to identify model tobacco retail licensing policies will be determined by YLI staff, youth participants, community partners and TEC members. Develop two (2) articles or press releases highlighting survey results and tobacco retail licensing activities for distribution to local newspapers and other community newsletters. Conduct at least five (5) presentations and/or in-person meetings with key opinion leaders, stakeholders including but not limited to the police chief, city council members, chamber of commerce and community and/or faith based groups highlighting survey results and sharing information on effectiveness of tobacco retail licensing as a way to limit sales of tobacco to minors. Conduct one (1) presentation to the Daly City Council highlighting survey results and sharing information on effectiveness of tobacco retail licensing as a way to limit sales of tobacco to minors. Collect at least twelve (12) endorsements and/or letters of support from community groups, stakeholders endorsing the tobacco retail licensing model policy. If the Daly City Council does not adopt the policy within the contract period the grantee agrees to provide media advocacy in on-going support for the policy.

D. Training and Technical Assistance, phase two

Conduct training on public opinion survey protocol and procedures. Conduct training and technical assistance on strategy chart development and implementation. Conduct at least three (3) trainings to support the Daly City partner to implement the above activities. Trainings may include but will not be limited to public speaking, developing a presentation, how to get letters of support and endorsements and working with the media. Support in development of information packet and fact sheets and identification of model policy. Participate in meetings and presentation with key opinion leaders and

stakeholders. Evaluate all provided trainings to assess skills and knowledge related to training content. Coordinate with the TEC on all program activities. Coordinate with TPP Program Evaluator to document activities for case study. Coordinate with TPP media consultant for media activities. Coordinate with TPP policy consultant on policy activities.

IV. City of San Mateo partner

A. Tobacco Policy Advocacy Team

Recruit a team consisting of ten – twelve (10-12) young people from the Youth Organization of San Mateo (YO Mateo) to develop supportive policy advocacy aimed at reducing promotion and availability and use of tobacco products. Contractor will provide the following services: Beginning July 1, 2006 YO Mateo will convene and meet on a semi-monthly basis. Each meeting will be at least one (1) hour in duration and will be conveniently located for youth participants. At least eleven (11) youth will actively participate in the county wide youth coalition. By October 2006, Youth Leadership Institute (YLI) will conduct one (1) cycle of outreach to recruit a group of young people representing San Mateo County's cultural and socioeconomic diversity. Outreach for these new recruits will be conducted among groups not previously connected to County tobacco-control groups and through YLI's relationships with youth smoking-cessation programs, Friday Night Live groups, TUPE programs, networks of youth organizations and the San Mateo County TEC. YLI also will promote the YO Mateo opportunity through the local print media and through it's website (www.yli.org). By October 2006, YLI will convene one (1) orientation retreat at which YO Mateo's new recruits will discuss, with established members, possible tobacco-control actions and identify their training needs. The new recruits will participate in team-building activities, learn about Community Capacity Building (CCB) model and reach consensus about coalition structure, partner, participant expectations and stipend criteria. By November 2006, YO Mateo will develop a coalition calendar plan and timeline that includes a meeting schedule, training schedule and project-implementation goals. YO Mateo will convene a reflection and sustainability meeting to identify learning experiences, review evaluations of individual/community impact, identify strategies for project sustainability and identify further needs and resources.

B. Training the Team

Provide the training opportunities for the new team members to gain necessary experience and skills. Skills development trainings may include but are not limited to public policy development, advocacy, action planning and public speaking. Knowledge areas of training may include, but will not be limited to, health effects of tobacco use and exposure to secondhand smoke, availability of tobacco products, tobacco industry marketing and promotions and environmental prevention. Contractor will identify YO Mateo's training needs and tailor training sessions and skill-building opportunities as project develops. This will be done on an ongoing basis to ensure youth coalition members have the skills and knowledge base to successfully implement the project. YLI will provide eight to ten (8 -10) hours of training to YO Mateo members. Skills and knowledge training will be provided during the orientation retreat and at the semi-monthly meetings. Training schedule will consist of, but are not limited to two (2) trainings, each three (3) hours in length; and four (4) trainings one (1) hour in length.

C. Project Implementation

Members of YO Mateo will implement one (1) policy advocacy or community norm change campaign aimed at reducing promotion, availability and use of tobacco products in the city of San Mateo. Specifically they will implement a policy advocacy campaign designed towards the implementation of tobacco retail licensing policies in San Mateo that include sufficient fees to conduct compliance checks of retailers at least twice a year. This process will be done with the support of and input from the TPP. Youth coalition members and YLI staff will developed a legislative policy outcome goal utilizing services of the Technical Assistance Legal Center (TALC), the TEC steering committee and the support and input of the TPP. YO Mateo and YLI staff will develop supportive policy advocacy activities utilizing: 1) a strategy using the Midwest Academy Organizing chart; 2) an action plan that includes at least one (1) activity in each of the intervention areas listed below:

1. Development of educational materials;
2. Public awareness;
3. Educating key opinion leaders and stakeholders;
4. Policy advocacy among decision-makers;
5. A formal policy proposal presentation; and
6. Media advocacy.

The strategy chart and action plan have been developed and will be updated with the support of and input from the TPP. YLI and YO Mateo, with assistance from the San Mateo County TEC, will disseminate evaluation findings from the twelve (12) month project period to three to five (3-5) groups or networks or community stakeholders. Dissemination plan may include but will not be limited to print and web-based summary of findings, community presentations and presentations at public health and youth development conferences.

Exhibit B
Method and Rate of Payment

**Youth Leadership Institute
Tobacco Prevention Services
July 1, 2006 through June 30, 2007
Funded by Tobacco Master Settlement Agreement Funds
And Proposition 99**

In full consideration of the tobacco prevention services provided by the Contractor pursuant to this Agreement the County shall pay Contractor as follows:

A. County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the tenth (10th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement.

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

B. In any event the maximum amount of payments for the term of the Agreement shall not exceed \$145,000.

C. County may terminate this Agreement or a portion of the services referred to in the Exhibit A, based upon availability of federal, state or County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

D. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that are inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.

Exhibit C Monitoring Procedures

Youth Leadership Institute Tobacco Prevention Services July 1, 2006 through June 30, 2007 Funded by Tobacco Master Settlement Agreement Funds And Proposition 99

Administrative and Reporting Requirements

The contractor will meet the following monitoring and reporting procedures designed to support the activities described herein:

1. **Assure that activities are language, culture, age and gender sensitive; and**
2. Attend one – two (1-2) training events sponsored by the TPP partners and TEC members.
3. The following documentation should be submitted to TPP as evidence of completion of program activities:
 - Meeting minutes containing reflection themes and recommendations;
 - Administration of YLI Youth Development survey that measures five (5) key youth-development outcomes: safe environments, skills development, leadership and advocacy, connection of community and relationship with others;
 - List of identified training needs;
 - Pre/post-test surveys of YO Mateo members, measuring increases in skills and knowledge in training areas, including but not limited to community organizing and tobacco prevention;
 - Copy of proposed policy or written description of community norm change objective;
 - Copy of strategy chart, action plan, campaign tools (petitions and media talking points), agendas, presentation outlines and any minutes of proceedings;
 - Copy of evaluation findings, list of groups to who results were disseminated; and
 - Case study including processes of identifying issue, goal and strategies, successes and challenges, policy and norm change outcomes via partnership with decision maker and elected officials to be submitted by August 15, 2007.
4. The following documentation should be maintained at the YLI offices as evidence of completion of program activities:
 - Meeting schedule, agendas and sign-in sheets;
 - Outreach logs, number of YO Mateo applications received and minutes of interview process;
 - Copy of YO Mateo Organization Chart;
 - Copy of calendar/timeline; and
 - Evaluation forms completed by YO Mateo members after each training, training agendas and curriculum materials.
5. Present an oral report at the final TEC meeting during the contract term.
6. TPP staff will conduct at least one (1) site visit review of the Contractor's program.

Exhibit D
Outcome Based Management (OBM) Responsibilities

Youth Leadership Institute
Tobacco Prevention Services
July 1, 2006 through June 30, 2007
Funded by Tobacco Master Settlement Agreement Funds
And Proposition 99

RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE

Contractor will 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:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events;
- Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified.

County, through the Human Services Agency, will:

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

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

I. Vendor Identification

Name of Contractor: _____
Contact Person: _____
Address: _____

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 _____
_____ (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.

Signature

Name (Please Print)

Title

Date

ATTACHMENT I

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

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

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

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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 II
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

Attachment III
FINGERPRINTING CERTIFICATION FORM
For the Agreement with

**Youth Leadership Institute
Tobacco Prevention Services
July 1, 2006 through June 30, 2007
Funded by Tobacco Master Settlement Agreement Funds
And Proposition 99**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date