

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA SAN FRANCISCO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA SAN  
FRANCISCO, 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; and

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of providing evaluation services as specified in the Department of Health and Human Services (DHHS) Center for Substance Abuse Treatment (CSAT) Coastside Project Grant Number: 1 H79 TI 17317.

**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—Services  
Exhibit B—Method and Rates of Payment

Attachment 1 – Assurance of Compliance with Section 504  
Attachment 2 – Equal Benefits Compliance

**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 FIVE HUNDRED DOLLARS (\$145,500) for the contract term.

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 15, 2005 through February 14, 2009.

This Agreement may be terminated by Contractor, the Director of the 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**

It is agreed that Contractor shall defend, hold harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees. It is further agreed that County shall defend, hold harmless and indemnify Contractor, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees. In the event of concurrent negligence of County, its officer or employees, and Contractor, its officers or employees, then the liability for such claims shall be apportioned according to the California law of comparative negligence.

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) **Workers' 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 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. Contractor may satisfy such insurance requirements through a program of self-insurance that otherwise satisfies the above-referenced requirements.

(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 or 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. Contractor may satisfy such insurance requirements through a program of self-insurance that otherwise satisfies the above-referenced requirements.

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. Contractor may satisfy such insurance requirements through a program of self-insurance that otherwise satisfies the above-referenced requirements.

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. Contractor agrees to maintain, and comply with, a confidentiality policy that complies with all applicable Federal, State, and local laws.

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; and
  - 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. 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 States 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  
Stephen Kaplan, Director, Northern Region and Substance Abuse and  
Shelter Services  
400 Harbor Boulevard, Building "C"  
Belmont, CA 94002**

**In the case of Contractor, to:**

**The Regents of the University of California  
Dr. Joseph Gudysh, Institute of Health Policy Studies  
University of California, San Francisco  
3333 California Street, Suite 265, Laurel Heights Box 0936  
San Francisco, CA 94143-0936**

**With a copy to :**

**The Regents of the University of California  
Joan Kaiser, Director, Contracts & Grants  
Office of Sponsored Research  
University of California, San Francisco  
3333 California Street, Suite 315  
San Francisco, CA 94118-6215  
(415) 502 - 3273  
(415) 514 - 3995**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors,  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

The Regents of the University of California  
Joan Kaiser, Director, Contracts and Grants  
University of California, San Francisco  
3333 California Street, Suite 315  
San Francisco, CA 94118-6215

\_\_\_\_\_  
Contractor's Signature

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



**EXHIBIT A - DESCRIPTION OF SERVICES**  
**Alcohol and Drug Treatment Evaluation Services for  
The Department of Health and Human Services (DHHS) Center for Substance  
Abuse Treatment (CSAT) Funded Coastside Project  
Grant Number 1 H79 TI 17317**

**Regents of The University of California San Francisco  
August 15, 2005 through February 14, 2009**

Contractor will provide the following services in accordance with the guidelines and requirements of Section 501 of the Public Health Services (PHS) Act, the PHS Grants Policy Statement and the CSAT grant proposal entitled, "The Coastside Project" dated January 26, 2005, the CSAT NOTICE OF GRANT AWARD, Number 6 H79 TI17317-01-2 and all subsequent amendments.

I **CSAT FUNDED SAN MATEO COUNTY "THE COASTSIDE PROJECT"  
EVALUATION SERVICES**

A. **Primary Data Sources:**

Contractor will review and utilize the following quantitative data sources for the evaluation process:

1. The Addiction Severity Index (ASI), collected at intake, six (6) months and twelve (12) months.
2. The Government Performance and Results Act (GPRA) Measurement tool, collected at intake, six (6) months and twelve (12) months.
3. Family Education Survey, collected at the end of each Family Education workshop.
4. Treatment Motivation Instrument, collected at intake.
5. Service Checklist collected at six months (6) and twelve months.
6. Community Development Workshop Survey, collected at the end of each workshop.
7. Community outreach log, activities will be logged immediately after the activity has been provided.

B. **Implementation Fidelity:**

Contractor will assess and report on implementation fidelity of The Coastside Project and the report will include any modifications from the original stated plan. The report will also be utilized to provide feedback for use in developing service modification. The implementation fidelity report will provide analysis and recommendations for the following:

1. Increased capacity of services: An additional 57 clients per year. The evaluation team will report back to The Coastside Project Steering Committee on a regular basis on the progress of meeting the expansion goal.
2. Enhancement of Community Awareness: The Evaluation team will report back to The Coastside Project Steering Committee on a regular basis on the progress of meeting the enhancement of community awareness goal
3. Enhancement of Services: Motivational Enhancement Therapy, Dual Diagnosis Treatment, Methamphetamine Group Treatment and Family Education will be compared by the evaluation team utilizing the "Services Checklist" and will be reported back to The Coastside Project Steering Committee on a regular basis on the effectiveness

C. Process Evaluation:

Contractor will conduct a process evaluation that will document the development and implementation of each component of The Coastside Project by providing a report that describes the various aspects of The Coastside Project, the objectives and how well these objectives were met. The process evaluation report will also provide details on the project successes and challenges encountered, as well as the project strengths/weaknesses of the interventions and suggestions for improvement of the interventions. Most importantly, the report will provide a documentation of client-reported quality of services. The contractor will conduct key informant, participant and stakeholder interviews for the following:

1. Six (6) key staff interviews will be conducted with El Centro staff involved with The Coastside Project. The selected staff will include members from each component of the project. The interviews will be conducted by the evaluation staff and will be audio taped and transcribed.
2. Four (4) community stakeholder interviews will be conducted by the evaluation staff and will be audio taped and transcribed.

D. Outcome Evaluation:

The contractor will apply mixed regression analysis to provide a report on change over time for the entire sample of follow-ups completed on measures of drug abuse treatment outcomes utilizing the ASI and GPRA data and treatment motivation to determine the following:

1. Whether participation in motivational enhancement therapy treatment is associated with change in treatment readiness.
2. Whether participants who received more enhanced services also had more positive outcomes (dose-effect).

3. Whether Latino participants either monolingual Spanish-speaking participants or bilingual participants may experience differential outcomes compared to non-Latino English only speaking participants.

E. Per Person Cost:

Contractor will provide a cost reports that will be utilized by the management team in determining the estimated costs for sustaining the project and each individual component of the project by providing the following within the report:

1. Community outreach total cost
2. Participant level of services total cost
3. Participant high-level of services total cost
4. Participant low-level of services total cost

F. Mandatory Meeting:

Contractor will attend all CSAT and mandatory project meetings that require an evaluator in attendance. The additional project meetings that must be attended by the evaluator are:

1. Monthly Steering Committee Meeting
2. Quarterly Advisory Group Meeting

G. Reporting:

Contractor will provide quarterly reports that address the status of the evaluation services and progress towards meeting the requirements of this Agreement.

H. CSAT Funded San Mateo County "The Coastside Project" Evaluation Services Units of Services:

Contractor will provide two thousand one hundred twenty six (2,126) hours or staff availability dedicated to CSAT funded evaluation services of the San Mateo County "The Coastside Project", which includes face-to-face contacts, preparation time and record keeping.

**EXHIBIT B – METHOD AND RATES OF PAYMENT**  
**Alcohol and Drug Treatment Evaluation Services for**  
**The Department of Health and Human Services (DHHS) Center for Substance**  
**Abuse Treatment (CSAT) Funded Coastside Project**  
**Grant Number 1 H79 TI 17317**  
**(Flat Rate Agreement)**  
**Regents of The University of California San Francisco**  
**August 15, 2005 through February 14, 2009**

**I. Rate of Payment:**

In full consideration of services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor monthly upon receipt and approval of invoices. The Contractor shall submit invoices within 10 days of the end of the service month, and the County shall pay the invoices within 30 working days following receipt of invoice and required reports as shown below. The total amount of the Agreement shall not exceed \$145,500 for the term.

All Quarterly Reports and Invoices are to be submitted to the Human Services Agency, Alcohol and Other Drugs Services, Project Coordinator, Desi Tafoya, 400 Harbor Boulevard, Building "C" – Belmont, CA 94002.

**II. Method of Payment:**

<u>Payment Months</u>	<u>Payment Amount</u>	<u>Total</u>
8/15/2005 - 6/30/2006	\$4,041.71 per month (10.5 months)	\$ 42,438
7/01/2006 - 6/30/2007	\$4,041.67 per month (12 months)	\$ 48,500
7/01/2007 - 6/30/2008	\$4,041.67 per month (12 months)	\$ 48,500
7/01/2008 - 8/14/2008	\$4,041.33 per month (1.5 months)	<u>\$ 6,062</u>
Total for Term		\$ 145,500

**ATTACHMENT 1**  
**Assurance of Compliance with Section § 504**  
of the Rehabilitation Act of 1973, as Amended  
**(Fee For Service Agreement)**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**August 15, 2005 through February 14, 2009**

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 and 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 regulations.

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Name of § 504 Person - Type or Print

The Regents of the University of California  
Joan Kaiser, Director, Contracts and Grants  
University of California, San Francisco  
3333 California Street, Suite 315  
San Francisco, CA 94118-6215

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Name of Contractor(s) – type or Print

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

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Date

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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 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 2**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**  
**(Fee For Service Agreement)**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**August 15, 2005 through February 14, 2009**

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**I Vendor Identification**

Name of Contractor: The Regents of the University of California  
Contact Person: Joan Kaiser, Director, Contracts and Grants  
Address: University of California, San Francisco  
3333 California Street, Suite 315 – San Francisco, CA 94118  
Phone Number: (415) 502-3273  
Fax Number: (415) 514-3995

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**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.\*

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**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).
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**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