

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FREE AT LAST**

THIS AGREEMENT is entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Free at
Last**, hereinafter called "Contractor";

WITNESSETH:

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 performing professional alcohol and drug treatment 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

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

- Exhibit A: Description of Services
- Exhibit B: Method and Rate of Payment
- Attachment 1: Assurance of Compliance with Section 504
- Attachment 2: Fingerprinting Compliance Form
- Attachment 3: Contractor Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Manual and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Manual, 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 Eight Hundred Seventy Eight Thousand One Hundred and Six Dollars (\$878,106).

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Manual and Attachments to this Agreement. Any rate increase is subject to the approval of the Director Health or the Director's 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 Health or the Director's 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 Attachments 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 tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2008, through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Health or Director's 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 insurance 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 1 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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
DIRECTOR, ALCOHOL AND OTHER DRUG
SERVICES
400 HARBOR BLVD. BLDG. C
BELMONT, CA 94002**

**In the case of Contractor, to:
FREE AT LAST
LINDA BLAINE, CEO
1796 BAY ROAD
EAST PALO ALTO, CA 94303**

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FREE AT LAST

By: Linda Blaine, CEO
Print Name & Title

Signature

Date: _____

**Exhibit A - Description of Services
(FLAT RATE AGREEMENT)
FREE AT LAST
January 1, 2008 through June 30, 2009**

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will give priority admission to San Mateo County residents. Contractor will provide the following services to consumers, who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Priority Populations Modalities, and Programs

The base of the funds must be used to serve priority population consumers. Specifically:

1. 85% of annualized flat rate base funding must serve consumers from one or more of AOD's Priority Populations.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) shall be used to fund services for consumers in the four priority populations as outlined in the Strategic Directions 2010.

Units of Service January 1, 2008 – June 30, 2009

Modalities / Priority Populations	Individuals Served*	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
NNA Perinatal Residential (Families with Children, Homeless, Criminal Justice)	Capacity: Individuals: 8	# of Bed Days: 4,321 BD
County Residential (Families with Children, Homeless, Criminal Justice)	Capacity: Individuals: 10	# of Bed Days: 5,472 BD
NNA Outpatient (Families with Childen, Homeless, Criminal Justice)	Individuals: 16	# of SAH: 1,735 SAH

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Units of Service (Perinatal Residential/Residential)	7,369 (BD)	6,264 (BD)	85%	1,105 (BD)	15%

Strategic Directions 2010 Units Of Service (Perinatal Residential/Residential)	2,424 (BD)	2,424 (BD)	100%	0	0%
TOTAL Bed Days (UOS)	9,793 (BD)	8,688 (BD)	88.71%	1,105 (BD)	11.29%

Flat Rate Base Funding Units of Service (Outpatient)	1,401 (SAH)	1,191(SAH)	85%	210 (SAH)	15%
Strategic Directions 2010 Units of Service (Outpatient)	334 (SAH)	334 (SAH)	100%	0	0%
TOTAL Visit Days (UOS)	1,735 (SAH)	1,525 (SAH)	87.89%	210 (SAH)	12.11%

Specific condition: Referrals from CHOICES or Pathways programs will be given priority to Strategic Directions 2010 funding.

B. System Wide Improvements

Contractors are encouraged to use the NIATX (Network for improvement of Addiction Treatment) process in the implementation of their Quality Improvement Plans. A quality improvement program is a continuous cycle, which is driven by data and involves input from staff and other stakeholders.

1. Consumer Outcomes

- a. By March 30, 2008 Contractor will attend and participate in at least one performance and QI training provided by Alcohol and Other Drug Services (AOD).
- b. Following the training, contractor will develop an action plan that focuses on at least one client outcome. The plan should:
 1. Identify the specific problem.
 2. Identify the root cause(s) of the problem.
 3. Determine the data to measure future progress.
 4. Design an implementation plan with milestones and timeline.
- c. Contractor is required to have a QI process in place and submit a description to AOD no later than June 30, 2008.
- d. Contractor will provide quarterly updates on the progress and outcomes of current QI plan.

2. Alcohol and Drug Services Policy

- a. Contractor will implement Medication Policy, Narcotic Replacement Therapy Policy, and Relapse Policy by January 1, 2008.

3. Staffing

Beginning January 1, 2008, contractor will provide a staff roster and annual updates including progress toward meeting the Department of Alcohol and Drug staff certification requirements. Updates should include the following information for each staff person providing direct services:

- a. Hire date
- b. Current degrees or certificates.
- c. Progress towards certification and expected completion date.

4. Best Practices

- a. By March 31, 2008, Contractor will identify the current practices, which align with an established best practice.
- b. Contractor will provide thorough trainings for staff using Motivational Interviewing, a model of stages of change with a focus on Cognitive Behavioral change. Dialectical behavioral skills will be given as tools to clients.

5. Consumer Input

- a. Consumer will be involved in their treatment plan.
- b. Contractor will evaluate consumer feedback and utilize the NIATX process to improve quality services.
- c. Contractor will create and implement consumer satisfaction surveys to better identify areas of service improvement.

6. Continuum of Care

- a. Contractor will involve consumers in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues and strengths. The plan will be evaluated and evolve during the course of the consumers engagement with the contractor. The plan and the modifications will be documented in the consumers file. Contractor will also document referrals and linkages to other services and providers.

7. Co-Occurring Disorders

- a. Contractor will continue participation as a Change Agent and will attend and participate in all of the activities to effect the changes necessary to maintain and enhance Co-Occurring Disorders (COD) capability.
- b. Based on contractor self-assessment utilizing the COMPASS, (Comorbidity Program Audit and Self-Survey for Behavioral Health Services) contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

C. Capacity Building

- a. Contractor will work in partnership with AOD to study the viability of billing under Drug Medi-Cal and 3rd party payer.
- b. Contractor will document and track consumers who are CalWORKS eligible.

D. Technical Assistance Needs

In partnership with AOD, contractor will enhance their agency parenting curriculum and services for consumers.

**EXHIBIT B - METHOD AND RATE OF PAYMENT
(FLAT RATE AGREEMENT)
FREE AT LAST
January 1, 2008 through June 30, 2009**

Method and Rate of Payment

1. Rates of Payment

a. In full consideration of the services provided by Contractor, the total amount for community-based partnership services contained in this Exhibit is EIGHT HUNDRED SEVENTY EIGHT ONE HUNDRED AND SIX DOLLARS (\$878,106).

2. Payments

A. County will pay Contractor the total contract amount in eighteen (18) equal monthly payments. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

B. Rates of Payment

All payments under this Agreement must directly support services specified in this Agreement.
January 1, 2008 - June 30, 2008

	Funding amount	Monthly amount	UOS	Rate	# clients to be served	Slots
NNA Perinatal Residential	\$86,325	\$14,387.50	912	\$ 94.65	4	2
County Residential	\$110,422	\$18,403.67	1544	\$ 71.50	8	4
NNA Outpatient	\$20,955	\$3,492.50	467	\$ 44.89		
Strategic Directions 2010 Funding- Perinatal Residential	\$50,000	\$8,333.33	528	\$ 94.65	2	1
Strategic Directions 2010 Funding - County Residential	\$20,000	\$3,333.33	280	\$ 71.50	2	1
Strategic Directions 2010 Funding - Outpatient	\$5,000	\$833.33	111	\$ 44.89		
TOTAL	\$292,702	\$48,784	3843		16	8
July 1, 2008 - June 30, 2009						
	Funding amount	Monthly amount	UOS	Rate	# clients to be served	Slots
NNA Perinatal Residential	\$172,650	\$14,387.50	1824	\$ 94.65	8	4
County Residential	\$220,844	\$18,403.67	3089	\$ 71.50	16	8
NNA Outpatient	\$41,910	\$3,492.50	934	\$ 44.89		
Strategic Directions 2010 Funding- Perinatal Residential	\$100,000	\$8,333.33	1057	\$ 94.65	4	2
Strategic Directions 2010 Funding - County Residential	\$40,000	\$3,333.33	559	\$ 71.50	4	2
Strategic Directions 2010 Funding - Outpatient	\$10,000	\$833.33	223	\$ 44.89		
TOTAL	\$585,404	\$48,784	7685		32	16
Total Contract Obligation:	\$ 878,106					

Summary of Funding for Priority Populations

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$435,404	\$370,093	85%	\$65,311	15%
New Board Funds	\$150,000	\$150,000	100%	0	0%
TOTAL Funding	\$585,404	\$520,093	88.84%	\$65,311	11.16%

3. Required Fiscal Documentation

- a. Contractor’s annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
- b. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

**ATTACHMENT 1 - ASSURANCE OF COMPLIANCE WITH SECTION § 504
of the Rehabilitation Act of 1973, as Amended
FREE AT LAST
January 1, 2008 through June 30, 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.

Name of § 504 Person - Type or Print

Free at Last
1796 Bay Road
East Palo Alto, CA 94303
Name of Contractor(s) – type or Print

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

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 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 - FINGERPRINTING COMPLIANCE FORM
FREE AT LAST
January 1, 2008 though June 30, 2009**

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

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
FREE AT LAST
January 1, 2008 through June 30, 2009**

I. CONTRACTOR INFORMATION

Contractor Name:	Free at Last	Phone:	(650)462-4579
Contact Person:	Linda Blaine, CEO	Fax:	(650)462-1033
Address:	1796 Bay Road East Palo Alto, CA 94303		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on (date), and intends to comply when the collective bargaining agreement expires.

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

Date Title