

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
EL CENTRO DE LIBERTAD**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **El Centro  
de Libertad**, 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 ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).

#### **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 (10<sup>th</sup>) day of each month.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2007, through September 30, 2008.

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  
225 - 37TH AVENUE  
SAN MATEO, CA 94403

In the case of Contractor, to:  
EL CENTRO DE LIBERTAD  
GEORGE BORG, EXECUTIVE DIRECTOR  
1230 - A HOPKINS AVE  
REDWOOD CITY, CA 94062

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors, San Mateo County

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

ATTEST:

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

**EL CENTRO DE LIBERTAD**

By: George Borg, Executive Director  
Print Name & Title

\_\_\_\_\_  
Signature

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

**EXHIBIT A - DESCRIPTION OF SERVICES**  
**DEPARTMENT OF JUSTICE**  
**DRUG COURT FUNDED ALCOHOL AND DRUG ENHANCEMENT SERVICES**  
**EL CENTRO DE LIBERTAD**  
**December 1, 2007 through September 30, 2008**

Contractor will provide the following Drug Court enhancement services at mutually agreed upon location(s) in San Mateo County. Contractor's alcohol and drug treatment and recovery services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below.

**I. DEPARTMENT OF JUSTICE (DOJ) OFFICE OF JUSTICE PROGRAMS DRUG COURT DISCRETIONARY GRANT PROGRAM**

The Drug Court Discretionary Grant Program is designed to enhance the existing Drug Court program with additional services appropriate for methamphetamine users.

Contractor's services will include:

- A. Contractor will recruit, hire, and retain 2 Case Managers. Case Managers will provide Case Management services that include; outreach and assessment for ongoing ancillary services, referral and advocacy of ancillary services, follow-up with participants and providers of those services.
- B. A minimum of THIRTY (30) participants per year will receive case management, outreach, recovery support, and contingency management and aftercare services.
- C. Access to ancillary services which include, but are not limited to: 12-step meetings, aftercare, medical and mental health services, literacy assistance and vocational services, to program participants. BHRS and Contractor will have mutually agreed upon policies and procedures for utilization of these ancillary services.
- D. Case Manager will monitor progress of each individual within the service component they have been referred to. Case Manager will provide monthly progress update to probation officer, regarding progress of Drug Court participant. Case Manager will also notify Probation Officer immediately if participant misses a session or is discharged from the program.
- E. Contractor will provide training of Drug Court Team members, case managers, and other Drug Court providers in new components of the methamphetamine enhancement services.



**II. DRUG COURT REFERRAL PROCESS AND FEEDBACK**

- A. San Mateo County BHRS AOD and contracted provider will develop data collection protocols and procedures consistent with BHRS AOD guidelines.
- B. Contractor and BHRS AOD will develop mutually agreed upon protocols and procedures for ancillary services. Ancillary services will consist of, but not limited to, basic living needs, (i.e. food, shelter, transportation, etc.).
- C. Contractor is to seek county authorization prior to incurring expenses for participant basic living needs. Payment for basic living needs will be made to the vendor as appropriate and not to the participant, with the exception of food or store vouchers.

**EXHIBIT B – METHOD AND RATE OF PAYMENT**  
**DEPARTMENT OF JUSTICE**  
**DRUG COURT FUNDED ALCOHOL AND DRUG ENHANCEMENT SERVICES**  
**EL CENTRO DE LIBERTAD**  
**December 1, 2007 through September 30, 2008**

**I. PAYMENTS**

In full consideration of the fee for service and flat rate funded alcohol and drug treatment and recovery services provided to participants who lack the necessary resources to pay for all, or part of these services themselves, the County shall be obligated to pay for such services rendered under this Agreement, shall not exceed the amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement. Reimbursements will not be approved for any participant treated who was not part of the Drug Court enhancement services for methamphetamine users.

**II. RATES OF PAYMENTS**

County shall pay Contractor at the following rates from the funds as stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement:

- A. These services will be paid under a fee for service method. Ancillary services per participant are to be reimbursed in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for the term of the Agreement. However, the maximum amount for ancillary services is not to exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).
- B. Reimbursements for participant ancillary services will not be approved if contractor does not submit an itemized bill with participant detail attached as to the ancillary services provided.
- C. Reimbursement for training of Drug Court Team members, case managers, and other Drug Court providers will be paid under a fee for service method. However, the maximum amount for reimbursements is not to exceed FIVE THOUSAND DOLLARS (\$5,000).
- D. Reimbursements for administrative services, benefits, and salaries will be made in accordance with a flat rate agreement of \$100,000 (ONE HUNDRED THOUSAND DOLLARS). This amount will be paid out over a 10 month period at \$10,000 (TEN THOUSAND DOLLARS) each month. Provider will be reimbursed for two case managers. Total of 2,978 Staff Available Hours (SAH) will be provided at a rate of \$33.58 per hour.

**III. REQUIRED FISCAL DOCUMENTATION:**

- A. Participant ancillary services and training services will be paid through a fee for service agreement
- B. Actual costs for salary and administrative fees will be paid though a flat rate agreement.
- C. Contractor will comply with all fiscal 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  
EL CENTRO DE LIBERTAD**

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

El Centro de Libertad  
1230 - A Hopkins Ave  
Redwood City, CA 94062

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  
FINGERPRINTING COMPLIANCE FORM  
EL CENTRO DE LIBERTAD**

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  
EL CENTRO DE LIBERTAD  
January 1, 2008 through December 31, 2008**

**I. CONTRACTOR INFORMATION**

Contractor Name:	El Centro de Libertad	Phone:	(650)599-9955
Contact Person:	George Borg, Executive Director	Fax:	(650)599-9273
Address:	1230 - A Hopkins Ave Redwood City, CA 94062		

**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