

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY OFFICE OF EDUCATION**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN MATEO COUNTY OFFICE OF EDUCATION, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing counseling services and literacy and numeracy instruction and learning services for Court and Community Schools students in accordance with the FY 2007-08 Plan modification adopted on August 14, 2007 (Resolution No. 068930) of the San Mateo County Board of Supervisors approved submission of the Juvenile Justice Crime Prevention Act (JJCPA) Modified Plan with Related Assurances.

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—Payments and rates
Exhibit C—Conflict of Interest Requirements
Attachment I—§504 Compliance
Attachment—Contractor's Declaration Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS (\$768,527.)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2009.

This Agreement may be terminated by Contractor, the Chief Probation Officer 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

- A. Probation shall indemnify, hold harmless and defend the Superintendent and SMCOE's trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of Probation and/or its employees or agents in their performance of this Agreement.
- B. The Superintendent shall indemnify, hold harmless and defend Probation and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the Superintendent and/or SMCOE employees or agents in their performance of this Agreement.
- C. In the event of the concurrent negligence of the Superintendent and/or SMCOE Officers and/or employees and Probation, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under "California's Theory of Comparative Negligence" as presently established or as may hereafter be modified.
- D. The duty of Contractor and Probation 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 "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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:

San Mateo County Probation Department
222 Paul Scannell Drive
San Mateo, CA 94010
Attention: Anessa Farber / Yvonne Brown

In the case of Contractor, to:

San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94061
Attention: Jean Holbrook, Superintendent

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

San Mateo County Office of Education

Contractor's Signature

Date: _____

Exhibit "A"

San Mateo County Office of Education
Juvenile Justice Crime Prevention Act (JJCPA)
Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) Modification
2006-2007

In consideration of the payments set forth in Exhibit "B," Contractor shall provide the following services:

In accordance with the Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) modification, adopted by the San Mateo County Board of Supervisors August 14, 2007 (Resolution No. 068930), the Contractor and County shall provide literacy, numeracy, and counseling programming and provide a teacher's aide for the Preventing Repeat Offender Program (PROP) as well as provide the following collaborative services for fiscal years 2006-2009:

I. SERVICES

A. Court and Community School Counseling Program (CCSC)

1. Contractor shall provide 1 full-time Licensed Clinical Social Worker and the required supplies and materials to deliver non-crisis counseling services (sessions) annually for approximately 146 San Mateo County Court and Community School students at three regional community school centers (Community School North, Community School Central, and Community School South), Hillcrest School, and Gateway School.
2. Students who will receive services will be "at-risk" and range in age 12 to 18 years. For purposes of this section, "at-risk" shall mean at risk of repeat offending and/or truant.
3. Students may self-refer, and may be referred by a teacher or Group Supervisor. Students may participate on a voluntary basis.
4. Contractor shall provide 45-minute sessions for students to receive counseling once per week. Sessions can be either one-on-one or group. Some students may choose to engage in both individual and group sessions once a week. Enrollment is voluntary and students can participate for the entire school year. Contractor shall provide one to two facilitators for each group. Each group shall have no more than 11 students in attendance.

5. Contractor shall conduct pre- and post- program tests using validated survey related to students' "future goals" and an ending evaluation of services to program participants in the program for six or more months or the duration of treatment. Contractor shall notify County of any tests conducted when the student leaves prior to six months. County and Contractor agree that results of the pre- and post-tests shall determine program efficacy evidencing an increase in school attendance, criminal recidivism reduction, anger management improvement, and an increase in self-confidence and self-esteem as measured by validated instruments.
6. Program effectiveness will be established by a comparison of all program participants with students receiving this service in the San Mateo County Court and Community School Counseling Program the previous year. The basis of comparison will be the designated outcome measures listed in the Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) for the Youth and Family Resource Center.

B. Literacy/Numeracy Instruction and Learning Program

1. Contractor shall provide three full-time Literacy/Numeracy Coaches of whom two shall be full time, and required testing and instructional/specialized materials, to deliver instruction annually to 975 San Mateo County Court and Community School students who are deficient in reading and math concepts and skills at the three regional Community Schools listed in paragraph I.A.1., above, Camp Glenwood, Hillcrest School, and Gateway School.
2. Students who will receive services will be "at-risk" and range in age 12-18 years. They will have been identified as having significant discrepancies between chronological age and reading and math performance. The benchmark will be performing two years or more below grade level.
3. Students may self refer or be referred by a Probation Officer and/or court ordered to attend.
4. Contractor shall assess program participants for current reading and math skills. Specialized materials will be used at Contractor's expense to address the student's assessed deficiencies. Participants will receive approximately one hour per week of intense instruction in a small group setting (one teacher, not more than eight students) for deficient skills. Contractor and County agree that the anticipated rate of improvement is one grade level for every six months in the program.
5. Program effectiveness will be established by a comparison of all program participants with students receiving this service in the San Mateo County Court and Community School Counseling Program the previous year.. The

basis of comparison will be the designated outcome measures listed in the Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) for the Youth and Family Resource Center.

6. Contractor shall submit collected data and invoices in a timely manner as described in paragraphs III, and IV, below.

II. MEETINGS AND CONSULTATIONS

Contractor shall attend and participate in CMJJP Program/Fiscal meetings as requested by the CMJJP Planning Coordinator, but not to exceed an annual total of 12 meetings. Contractor shall respond to intermittent telephonic, e-mail, or direct contact from the San Mateo County Probation Department, and the CMJJP Coordinator, as needed. Contractor shall respond to such a contact within 24 hours during the workweek.

Contractor shall meet with representatives from the National Council on Crime and Delinquency (NCCD), at least once, during each 6 months of a fiscal year cycle to implement and maintain procedures for data collection.

III. REPORTING ACTIVITY

- A. Contractor shall provide to the San Mateo County Probation Department CMJJP Coordinator individual participant data indicated in outcome measures as set forth in the CMJJP. The data reports shall be on the NCCD data collection forms, or forms completed in the JJCPA data collection computer program and submitted by Contractor monthly to County. Compliance with reporting requirements will be determined by hand delivery and Probation Department receipt stamp, or mailed data by post mark, or by electronic submission in the JJCPA data program.
- B. County agrees to keep Contractor advised of current status of the CMJJP and return to the Contractor a report of the aggregate data and expenditures of their program within two weeks of the report's completion and submission to the Corrections Standards Authority (CSA) (formerly Board of Corrections (BOC)).
- C. County owns all data received under this contract. Contractor will not delete or destroy any information acquired or generated by data received under this contract, either during or after the expiration of the contract, until mutually agreed upon in writing by both the Contractor and the San Mateo County Probation Department, or five years has passed from contract termination.

IV. RECORD KEEPING AND EXPENDITURE REIMBURSEMENT METHODOLOGY

- A. The Contractor shall be reimbursed for expenditures that conform to the Corrections Standards Authority (formerly Board of Corrections (BOC)) expenditure categories and in accord with the limits set by Resolution of the San Mateo County Board of

Supervisors (BOS) approving CMJPP and subsequent modified budgets approved by the Chief Probation Officer.

- B. On a quarterly basis, the Contractor shall submit the CMJPP Quarterly Expenditure Report reflecting the total amount of both CMJPP and non-grant funded expenditures to the CMJPP Coordinator, at the San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. Copies of all relevant payroll expenditure records, service and supply invoices, purchase orders, contracts, etc., must be provided to the CMJPP Coordinator in support of the quarterly reimbursement claim. Claims for expenses without supporting documentation will not be reimbursed. The Contractor is required to maintain pertinent records and documents for audit purposes for a minimum of five years. The CMJPP Quarterly Expenditure spreadsheets shall be submitted within 30 days of the close of the quarter: by November 1, February 1, and May 1. For the fourth quarter, the report shall be submitted by July 15. Actual reimbursement will be made once yearly: on or about July 21 for all four quarters of reported and supported expenditures.
- C. Expenditures shall not be reimbursed which exceed budgeted amounts or which are not clearly approved as a line item in the budget. In the event that program budget modifications are necessary, the modifications need to be submitted to the CMJPP Coordinator, who will review the request and forward it to the Juvenile Justice Coordinating Council (JJCC) for approval. After the JJCC has approved the modification request, a Corrections Standards Authority (CSA) (formerly Board of Corrections (BOC)) budget modification request will be forwarded to the CSA. Once CSA approval has been obtained a San Mateo County Appropriation Transfer Request (ATR) form, reflecting changes in appropriations, will be prepared by the affected departments and forwarded to the County Manager or BOS, depending upon the amount, for approval. After the Controller has re-allocated funds in accordance with the ATR, expenditures of newly appropriated funds can be submitted via the CMJPP Quarterly Expenditure spreadsheet for reimbursement. The contractor shall forward copies of approved ATRs to the CMJPP Coordinator in a timely fashion.
- D. Any financial disallowances identified by the Corrections Standards Authority (CSA) (formerly Board of Corrections (BOC)), or its agent, will be the sole responsibility of the Contractor. In any event, all payments for services provided are contingent upon the availability of State funds. In the event that the CSA decreases or withdraws an appropriation, the Probation Department shall not be held responsible for restoration of lost funding. The Probation Department may terminate this agreement for unavailability of State or County funds at any time.

V. CHILD ABUSE PREVENTION AND REPORTING

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code 11164 et seq.

Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9.

This responsibility shall include:

1. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
2. Establishing procedures to ensure reporting even when employees, consultants, or agents, who are not required to report child abuse under the Penal Code, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
3. Contractor warrants that its employees, subcontractors, assignees, volunteers, and any other persons who, while providing services under this contract, who have supervisory or disciplinary power over any person under his or her care or over any minor, have been fingerprinted in order to determine whether they have a criminal history which would compromise the safety of minors with whom Contractor's employees, subcontractors, assignees or volunteers have contact (see Penal Code 11105.3). Contractor further warrants that said employees, subcontractors, assignees, volunteers, and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services will be at Contractor's sole expense.

EXHIBIT B
PAYMENTS AND RATES

San Mateo County Office of Education
Juvenile Justice Crime Prevention Act (JJCPA)
Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) Modification
2006-2009

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor an annual payment upon receipt of invoices from Contractor as follows for the period of July 1, 2006 through June 30, 2009 (Court & Community School Counseling, and Literacy / Numeracy Instruction and Learning Program).

1. Payments shall be made in due course, after receiving Contractor's invoice. All invoices must have the Agreement number written on them before submitting for payment.
2. The total contract amount to the San Mateo County Office of Education for FY 2006-07 is not to exceed \$230,389, for FY 2007-08 \$269,069, and for FY 2008-09 \$269,069.
3. In any event, the total amount the County shall be obligated to pay Contractor for the term of this agreement shall not exceed \$768,527. for the term of the contract, and the County shall have the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

EXHIBIT C
CONFLICT OF INTEREST REQUIREMENTS

San Mateo County Office of Education
Juvenile Justice Crime Prevention Act (JJCPA)
Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) Modification
2006-09

Contractor shall:

- I. Comply with the California Corporations Code on Non-Profit Corporations.
- II. Not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having the first disclosed the same to the governing board.
- III. Disclose to County in writing, within fourteen (14) days of the occurrence of any of the following circumstances:
 - A. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 1. Any member of Contractor's governing board.
 2. Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 3. Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - B. When Contractor enters into any agreement for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market.
- IV. If the Chief Probation Officer or his authorized representative reasonably determines that any activity constitutes a conflict of interest which is detrimental to participants, program implementation, or program functioning, County may require Contractor to cease said activity.
- V. If Contractor does not cooperate with any of the provisions of Paragraphs I-IV of this section, County may withhold payment with justification in writing to Contractor.

ATTACHMENT I

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

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

The Contractor(s) gives/give this assurance in consideration of 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 regulation.

Name of 504 Person – Type or Print

San Mateo County Office of Education	101 Twin Dolphin Drive
Name of Contractor(s) – Type or Print	Street Address or PO Box

Redwood City	CA	94061
City	State	Zip Code

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

<u>July 1, 2006</u>	
Date	Signature and Title of Authorized Official

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

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	San Mateo County Office of Education	Phone:	650 802-5589; 650 802-5300
Contact Person:	Susan Larramendy / Jean Holbrook	Fax:	650 802-5503; 650 802-5564
Address:	101 Twin Dolphin Drive Redwood City, CA 94065-1064	Email:	<slarramendy@smcoe.k12.ca.us>

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

ATTACHMENT

Insert Insurance Documents

ATTACHMENT

Insert completed W9 form