

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
PROBATION DEPARTMENT AND FRESH LIFELINES FOR YOUTH**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO PROBATION DEPARTMENT,  
hereinafter called "County," and FRESH LIFELINES FOR YOUTH (FLY), 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 legal education and leadership training to youth in San Mateo County to reduce  
juvenile crime and incarceration.

**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-Services  
Exhibit B-Payments and rates  
Exhibit C-Program Monitoring  
Exhibit D-Compliance 504 Form  
Exhibit E-Contractor's Declaration Form  
Exhibit F-Child Abuse Prevention and Reporting  
Exhibit G-Fingerprinting Certification Form

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED TWELVE THOUSAND DOLLARS, (\$112,000).**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009-June 30, 2010

This Agreement may be terminated by Contractor, 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**

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 County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Venue**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

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

Christine Villanis, Director Juvenile Division  
Probation Department  
222 Paul Scannell Drive  
San Mateo, CA 94402  
650-312-5337

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

Aila Malik, Associate Director  
Fresh Lifelines for Youth  
568 Valley Way  
Milpitas, CA 95035  
408-263-2630

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors

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

ATTEST:

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

**FRESH LIFELINES FOR YOUTH**  
Aila Malik, Associate Director

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

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



**Fresh Lifelines for Youth (FLY)  
Services**

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

**I. Description of Services to be Performed by the Contractor**

**Proposed Project:** Funding would allow FLY to offer Law Program to incarcerated youth and intensely case manage a portion of these youth after their release from custody.

The two components would include: 1) Law Program and 2) Leadership Training Program.

**This Program will also be administered in the locked facility setting (Camp Glenwood and YSC), where Probation Administration and Staff deem appropriate. The concurrent community programming would allow for youth released during the Program duration to cycle into one of the community classes and resume service.**

**1) Law Program: (Seventy-two (72) youth in community setting; at least forty (40) youth in facility setting—(1 Semester of Law Program serving 12-18 youth at Camp Glenwood; and ongoing YSC services to general population)**

- In the 12- week legal education course probation/at-risk youth meet once a week for two hours. They are provided with practical information about laws relevant to their lives, an opportunity to bond with caring adults, and a safe, fun, and interactive environment that cultivates assets essential for self-sufficiency and healthy functioning. This course is taught by trained law students and peer leaders (youth who graduated from the law course the previous semester).
- The course covers topics such as theft, vandalism, unlawful sex, hate crimes, drugs and alcohol, Proposition 21, and gangs. Each topic area targets a set of specific developmental assets<sup>1</sup>.
- Since most of our youth have learning disabilities and/or speak English as their second language, the lessons do not depend on reading or writing. Instead, the lessons build on their strengths and have youth participate in group activities such as role-plays, debates, mock trials, and city council hearings. These activities foster pro-social behaviors and build skills such as empathy, non-violent conflict resolution, drug refusal skills, problem solving, and positive leadership. Guests, such as lawyers, judges, police officers, and probation officers, attend various sessions to share their thoughts and experiences.

- The youth take a field trip to Stanford University where they act out a murder trial in the Moot Court Room and learn about college and financial aid. Throughout the course, the program staff works closely with the youth, their families, and referring sources giving them feedback and connecting the youth with additional services to promote their development and reduce juvenile violence and crime.
- FLY also sponsors a recognition ceremony for the youth, family, and friends to celebrate the youth's success.

**2) Leadership Training Program—intense mentoring/case management: (Twelve (12) youth—at least four (4) youth will be Glenwood Furlough/Aftercare Probation youth)**

- FLY will offer Leadership Training Program beginning by taking the youth on a three-day retreat where they will learn trust-building, leadership, and personal communication skills. At the retreat, the youth will also identify monthly service learning projects that they would like to complete in their communities.
- For the rest of the year, each youth will work intensely with a case manager to help them set and achieve goals. The mentor/case manager meets with each peer leader individually to do a comprehensive intake and assessment and design an individualized action plan with goals in the life areas of education, vocation, family, and health. The mentor/case manager works with the youth bi-weekly to provide support for achieving those goals. For example, the mentor/case manager helps connect high school youth with individualized tutoring. For those youth who are high school graduates, the mentor/case manager helps them pick a college, enroll in classes, and secure financial aid. When youth have conflicts with peers or family members, they meet with their mentor/case manager who helps them design an action plan for how to resolve the conflict peacefully. The mentor/case manager helps youth with drug or alcohol addictions identify counseling or 12 step programs, and are on call for the youth 24 hours a day.
- Additionally, the mentor/case managers bring in community volunteers to do life skills workshops in the areas of: public speaking; career searching; resume writing; interviewing for a job; and financial management.

**Exhibit B**

**Fresh Lifelines for Youth (FLY)  
Payments and Rates**

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph 3 of this Agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Chief Probation Officer or his designee:

- A. Contractor will submit to the County actual monthly invoice for services as described in Exhibit A. Payments will be made within thirty (30) days after receipt of the invoice and approved by Chief Probation Officer or his designee. **Contractor will mail the invoices to Christine Villanis at 222 Paul Scannell Way, San Mateo, CA 94404**
- B. In any event, the total payment for services under the terms of this contract shall not exceed **ONE HUNDRED TWELVE THOUSAND DOLLARS, \$112,000** 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.
- C. Payment for services provided is contingent upon the availability of County, State or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.
- D. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- E. If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**Fresh Lifelines for Youth (FLY)  
Program Monitoring**

I. Data Collection Reporting

A. Reporting Requirements of Contractor:

1. Contractor will provide a list of youth served with the following information
  - Program Name,
  - Date of Birth,
  - Gender,
  - Age,
  - Ethnicity,
  - Date youth started in the program,
  - Date youth completed the program and if the completion was successful,
  - If youth have improved attendance at school, and
  - If youth have gained employment.
2. Contractor will report on the number of youth who enter the program and complete it successfully.
3. Contractor will report on the number of youth who re-offend prior to June 30, 2010.
4. Contractor shall provide a Quarterly Units of Service Report as follows.
  - Direct Service
    - 1 unit = Number of participants at a session  
Times number of hours per session  
Times number of staff involved in activity
    - Case Management
      - 1 unit of service = 1 hour of case management time
5. Quarterly Units of Service Reports shall include current quarter activity and year-to-date activity and be due by:
  - January, 15, 2010
  - April 15, 2010
  - July 15, 2010
6. A quarterly summary of program service highlights, identified problems, solutions, and goals, including a progress report on objectives described in paragraph V.
7. Reports are to be send to Christine Villanis, Program Manager  
222 Paul Scannell Drive, San Mateo, CA 94402

B. County Responsibilities

- View sites as needed during the term of this Agreement
- Make sure youth in the institution are available for groups and provide space

**Exhibit D**

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

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

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

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

Fresh Lifelines for Youth  
\_\_\_\_\_  
Name of Contractor(s)-Type or Print

568 Valley Way  
\_\_\_\_\_  
Street Address or P.O. Box

Milpitas, CA 95035  
\_\_\_\_\_  
City, State, Zip Code

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."

**Exhibit E**

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	Fresh Lifelines for Youth	Phone:	408-263-2630
Contact Person:	Aila Malik, Associate Director	Fax:	408-263-2631
Address:	568 Valley Way Milpitas, CA 95035		

**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.

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Signature \_\_\_\_\_ Name \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

## **Exhibit F**

### **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, Cal. Pen. 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:

- A. 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.
- B. 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.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code §11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with Fresh Lifelines for Youth**

**FOR**

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 Contractor's employees, assignees and subcontractors or volunteers have contact.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date