

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

THIS AGREEMENT, 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";

**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 outpatient alcohol and drug treatment services;

**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 – Payment Schedule
- Exhibit C – Program Monitoring
- Exhibit D – §504 Compliance
- Exhibit E – Contractor’s Declaration Form
- Exhibit F – Fingerprinting Compliance
- Exhibit G – Child Abuse Prevention Reporting

**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 THIRTEEN THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$113,342).**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2011. 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**

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. Fingerprinting**

Contractor represents and warrants to County that all Contractor's employees are assigned to work with the youth referenced in this contract, including the exhibits, shall be subject to fingerprinting. Fingerprinting shall be administered in accordance with state law in a manner authorized by the Department of Justice and Contractor's applicable personnel policies. Contractor shall be solely responsible for any requisite fee for fingerprinting and Contractor shall furnish to the County, upon request, evidence indicating that such employee certification is in effect.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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:**

San Mateo County Probation Department  
Attn: Christy Morrill, Deputy Chief of Administration  
222 Paul Scannell Drive  
San Mateo, CA 94402

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

El Centro de Libertad  
Attn: George Borg  
1230A Hopkins Avenue  
Redwood City, CA 94062

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

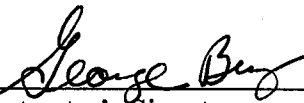
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

El Centro de Libertad  
George Borg, Chief Executive Officer

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

Date: 5-7-10

**EL CENTRO DE LIBERTAD  
SERVICES  
JULY 1, 2009 – JUNE 30, 2011**

In consideration of the payments set forth in Exhibit "B," Contractor shall provide a youth outpatient substance abuse treatment program for clients living in the geographic area of south San Mateo County, including the City of San Mateo, who are court wards and referred by San Mateo County Juvenile Probation Officers, Probation Supervisors, other probation staff, and Sheriff Diversion staff.

A. Contractor's services shall be provided at:

1230A Hopkins  
Redwood City, CA 94062  
(650) 599-9955 (voice)  
(650) 599-9273 (Fax)

2944 Broadway  
Redwood City, CA 94062-1510  
(650) 599-9955 (voice)  
(650) 599-9821 (fax)

225 S. Cabrillo Highway, Suite 105-D  
Highway 1 and Kelly (Building D)  
Half Moon Bay, CA 94019  
(650) 560-9995 (voice)  
(650) 560-9991 (fax)

And other sites as are, from time to time, mutually agreeable by Probation and Contractor in advance.

B. Contractor's hours of normal operation at the Redwood City sites shall be:

Monday through Thursday – 8:00 am to 7:00 pm  
Friday – 8:00 am to 4:00 pm  
Saturday – 8:00 am to 12:00 pm

Coastside office hours are by appointments.

- C. Contractor's staff education requirements shall be a minimum of a certificate in alcohol and drug studies, or enrollment in the certificate program. Contractor's program shall follow California Department of Alcohol and Drug Programs Youth Treatment Guidelines. As such, Contractor shall offer a low intensive outpatient treatment program (Association of Addiction Medicine Placement Level 1).
- D. No more than twenty (20) youth shall be enrolled at any given time. The program shall serve a minimum of sixty-two (62) unduplicated youth in



program year 2009-10 and fifty-two (52) unduplicated youth in program year 2010-11.

- E. Unduplicated youth shall mean clients enrolled once in the calendar year. Enrolled youth who leave prior to program completion and re-enter the program in a calendar year shall only be counted once. Enrolled youth who complete the program and re-enroll after 90 days may be counted as new clients.
- F. Treatment services shall include, but not be limited to: substance abuse assessment; comprehensive psycho-social education; health education; counseling (individual, group, and family); referral to drug free social/recreational activities; case management; and development of an aftercare plan.
- G. Contractor's staff shall conduct an intake and assessment with each referred client and shall assist the client in developing an Individual Treatment Plan. This Plan shall include the goals to be achieved during treatment in six areas: medical, legal, family, recreational, educational/vocational, and personal. Contractor's staff shall monitor the client's progress in achieving these goals on a weekly basis. Contractor and client shall update the Treatment Plan as appropriate.
- H. The length of treatment shall be 90 days.
- I. Contractor shall provide individual and group counseling to referred youth. Sessions may vary in length from fifty (50) to ninety (90) minutes depending upon treatment modality and clinical determinations. Contractor shall provide individual and/or group sessions at least once per week for the term of this agreement. Individual counseling sessions shall include topics such as the "disease model," the effects of alcohol and drug abuse, twelve steps, and sponsorship. Individual sessions shall also address the needs identified in the client's treatment plan. Group sessions shall include topics such as anger management, conflict resolution, and relapse prevention. Group sessions shall not exceed 12 participants per counselor.
- J. Clients shall be required to attend one (1) hour of individual counseling per week, one (1) weekly ninety (90) minute group session, and two (2) 12-step meetings per week.
- K. Contractor shall perform urinalysis screens according to Contractor's policy.
- L. Contractor shall maintain a program requirement that the client and at least one (1) family member attend a minimum of two (2) family sessions per ninety (90) days of treatment.
- M. Contractor shall monitor the client's attendance at off-site programs (e.g., 12-step meetings); maintain close contact with the referral source; and serve as the client's case manager in relation to alcohol and drug treatment.

- N. Contractor shall attend periodic program and joint case management meetings as required by the County.
- O. Contractor shall communicate in writing to Probation any client's failure to participate within 24 hours. Failure of a client shall be documented in Contractor's Monthly Units of Service Report.
- P. Contractor shall make every effort to work with youth and Deputy Probation Officers to provide services to the youth. Clients shall be terminated from services upon mutual agreement between Probation and Contractor. In the event the parties cannot reach a mutual decision regarding the termination of a program participant, Probation shall have the sole discretion to make this determination.
- Q. Contractor shall make available individual and group counseling in Spanish.
- R. Contractor shall not charge Juvenile Justice Crime Prevention Act clients any fees, in whole or in part, for services provided under this Agreement. Clients shall not be charged a \$5 no show fee by Contractor if Probation determines that the client's family has financial hardship.

**EL CENTRO DE LIBERTAD  
PAYMENT SCHEDULE  
JULY 1, 2009 – JUNE 30, 2011**

In full consideration of services rendered in accordance with Exhibit "A" herein and the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Chief Probation Officer or his designee.

- A. Contractor shall submit to the County quarterly invoices for actual program expenditures with supporting documents on or before the dates outlined below:

Period of Service	Invoice Due Date
July 1, 2009 – March 31, 2010	April 15, 2010
April 1, 2010 – June 30, 2010	July 5, 2010
July 1, 2010 – September 30, 2010	October 15, 2010
October 1, 2010 – December 31, 2010	January 15, 2011
January 1, 2011 – March 31, 2011	April 15, 2011
April 1, 2011 – June 30, 2011	July 5, 2011

- B. Contractor shall submit quarterly actual invoices for program expenditures, according to the attached line item budget, and quarterly units of service for the program and per client to: Anessa Farber, Management Analyst, Juvenile Services, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- C. The maximum amount County shall pay the Contractor shall not exceed **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$113,342)** for the term of the Agreement.
- D. 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.
- E. County may withhold all or part of Contractor's total payment if the Chief Probation Officer or his designee reasonably determines that Contractor has not satisfactorily performed the services as described in Exhibit "A" of this Agreement.
- F. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.

G. If 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.

**EL CENTRO DE LIBERTAD  
PROGRAM MONITORING  
JULY 1, 2009 – JUNE 30, 2011**

- A. Contractor shall submit to County a monthly Units of Service Report describing the actual delivery of services described in Exhibit “A” above. The format for the Units of Service Report shall include:
1. The number of hours provided per client and overall;
  2. The number of new clients enrolled;
  3. The number of current clients;
  4. The number of successful completions;
  5. The number of failures per phase during the reporting period; and
- Units of Service Reports shall include current quarter activity and year-to-date activity.
- B. Contractor shall submit to County a quarterly summary of program service highlights, identified problems, solutions, and goals.
- C. Contractor shall provide data and/or statistics as required. County shall provide Contractor with data collection forms and instructions for completing the forms. Contractor shall provide data on program participants at program entry and every 180 days or when treatment has been terminated, whichever comes first. Contractor shall maintain and store the data and ensure privacy and confidentiality of participants in the study.
- D. Contractor shall attend or have representation at JJCC meetings.

**EL CENTRO DE LIBERTAD**

**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.

GEORGE BORG  
Name of 504 Person - Type or Print

El Centro de Libertad  
Name of Contractor(s) - Type or Print

1230A Hopkins Avenue  
Street Address or P.O. Box

Redwood City, CA 94062  
City, State, Zip Code

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

George Borg  
Signature

CEO  
Title of Authorized Official

5-7-10  
Date

\*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."

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	El Centro de Libertad	Phone:	650-599-9955
Contact Person:	George Borg, CEO	Fax:	650-599-9273
Address:	1230A Hopkins Avenue 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.

George Borg  
Signature

5-7-10  
Date

George Borg  
Name

CEO  
Title

**EL CENTRO DE LIBERTAD  
FINGERPRINTING CERTIFICATION FORM**

Agreement with El Centro de Libertad  
For  
Outpatient Alcohol and Drug Treatment

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.

George Borg  
Name

CEO  
Title

George Borg  
Signature

5-7-10  
Date



**EL CENTRO DE LIBERTAD  
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 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 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.

### CONTRACT INSURANCE APPROVAL

DATE: May 26, 2010

TO: Faiza Steele

FAX: 363-4864 PONY: HRD 163

FROM: Sharon Jones

PHONE: 312-5241 FAX: 312-5597

PONY: PRO302

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: El Centro de Libertad

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Outpatient drug and alcohol treatment services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele  
 Faiza Steele  
 Risk Management Analyst

5/26/10  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (415) 898-1600 FAX: (415) 898-3922  
Anixter & Oser, Inc.  
License OE28888  
San Marin Drive  
Novato

INSURED  
E1 Centro De Libertad-The Freedom Center  
1230 #A Hopkins Ave  
Redwood City  
CA 94945-1227

THIS CERTIFICATE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY THE POLICIES.

INSURERS AFFORDING COVERAGE  
INSURER A: Nonprofits Insurance Alliance  
INSURER B: Travelers Property Casualty  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES  
CA 94062

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Social Service <input type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	201003306 NPO	5/15/2010	5/15/2011	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1, GENERAL AGGREGATE \$ 3, PRODUCTS - COMP/OP AGG \$ 3,0
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	201003306 NPO	5/15/2010	5/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
A	X	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS /UMBR ELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	201003306 UMB	5/15/2010	5/15/2011	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER:	UB3441T07010	3/16/2010	3/16/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Description is 10-day notice of cancellation for non-payment of premiums. Certificate holder is named as additional insured per form CG 2026.

CERTIFICATE HOLDER  
San Mateo County  
Juvenile Probation  
Dwight Quintana  
Tower Road  
San Mateo, CA 94403

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

The ACORD name

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name \_\_\_\_\_

Business name, if different from above  
**El Centro de Libertad the Freedom Center**

Check appropriate box:  Individual/  
Sole proprietor     Corporation     Partnership     Other **Sol-C 3 Corp**

Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**1230 A Hopkins Avenue**

City, state, and ZIP code  
**Redwood City, CA 94062**

List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

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or

Employer identification number

94-3189174

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person

*George Boy for ECL*

Date

*8-6-08*

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.