

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

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRESH
LIFELINES FOR YOUTH, 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 mentoring for youth in the juvenile justice system.

**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—Program monitoring
- Exhibit D—§504 compliance
- Exhibit E—Contractor's Declaration Form
- Exhibit F—Fingerprinting compliance
- Exhibit G—HIPAA business associate requirements

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, 2010 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 that 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
222 Paul Scannell Drive
San Mateo, CA 94402

In the case of Contractor, to:
Fresh Lifelines for Youth
120 W. Mission Street
San Jose, CA 95110

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

FRESH LIFELINES FOR YOUTH



Contractor's Signature

Date: 10/15/10

EXHIBIT A

**FRESH LIFELINES FOR YOUTH
SERVICES
JULY 1, 2010 – JUNE 30, 2011**

In consideration of the payments set forth in Exhibit "B," Contractor shall provide legal education and mentoring for youth in the juvenile justice system.

Program Activities

Contractor shall provide a Law Program in the community, in Juvenile Hall, and at Camp Glenwood. During the program, youth 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. Classes are designed to accommodate low-literacy and learning-disabled youth. With funds provided by this Agreement, Contractor shall serve twenty-five (25) youth in the community program, forty (40) in Juvenile Hall, and twelve (12) at Camp Glenwood. Using leveraged funds (depending on availability), Contractor may serve up to eighty (80) youth in the community program, eighty (80) in Juvenile Hall, and twelve (12) at Camp Glenwood.

Contractor shall also provide a Leadership Training Program in the community for youth who have graduated from Camp Glenwood. Youth in the program shall receive a comprehensive intake and assessment and shall design an individualized action plan with goals in the areas of education, vocational skills, family, and health. The case manager shall also assist in applications for aid and make referrals to community-based services. Youth shall also attend workshops on topics such as speaking in public, writing resumes, searching and interviewing for a job, and managing finances. With funds provided by this Agreement, Contractor shall serve seven (7) youth in the Leadership Training Program. Using leveraged funds (depending on availability), Contractor may serve up to thirty (30) youth.

Contractor shall provide the above services in the dosages listed below:

Service	Sessions / Year	# Weeks / Session	# Youth Served*	# of Youth Served (Total Program)
Law Program – Community	1	15	25	80
Law Program – Juvenile Hall	2	12	40	80
Law Program – Camp	1	12	12	12
Leadership Training Program	1	52	7	30

* With funds provided under this Agreement

Contractor shall not charge Probation clients any fees, in whole or in part, for services provided under this Agreement.

Staff Requirements

Contractor's programs shall be taught by law students with training in working with youth in the juvenile justice system. All law student volunteers and legal professionals are selected through a process of paper applications, two staff interviews, one youth interview, and a background check. Once selected and placed at a site, volunteers complete over 24 hours of training on legal education, the juvenile justice system, and techniques/evidence-based research in working with high-risk youth. Additionally, volunteers receive over six (6) hours of on-site instruction at classroom sites and over ten (10) hours of support each semester by a FLY staff member.

EXHIBIT B

**FRESH LIFELINES FOR YOUTH
PAYMENTS AND RATES
JULY 1, 2010 – JUNE 30, 2011**

In consideration of the payments set forth in Exhibit "A," County shall pay Contractor based on the following fee schedule:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000)** for the term of the Agreement.
- B. Payments shall be made according to the following schedule:

Service	Classes / Year	Weeks / Session	Rate / Session	Total / Year
Law Program – Community	1	15	\$1,200	\$18,000
Law Program – Juvenile Hall	2	12	\$1,375	\$33,000
Law Program – Camp	1	12	\$1,500	\$18,000
Service	Classes / Year	# Youth Served	Rate / Session	Total / Year
Leadership Training Program	52	7	\$115	\$41,860
Program Materials				\$1,140
TOTAL				\$112,000

- C. Contractor shall notify County of changes in the number of hours or sessions and type of services in writing in advance. Such changes shall be approved by the Chief Probation Officer or his/her designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, in no event shall the amount of the contractor for the contract term exceed **ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000)**.
- D. Payment shall be made upon receipt of Contractor's quarterly invoice and approved by the Chief Probation Officer or his/her designee within thirty (30) working days. County shall have the right to withhold payment if it determines that the quantity or quality of the work is unacceptable.

E. Contractor shall email invoices to:

Sharon Jones, Management Analyst at sjones@co.sanmateo.ca.us

Emailed invoices need not be signed. Contractor shall mail signed hard copies of invoices to:

Sharon Jones
Management Analyst
222 Paul Scannell Drive
San Mateo, CA 94402

Contractor shall submit invoices in a format provided by the Probation Department with the number of sessions delivered, the number of weeks of service delivered, the number of youth served, and the total amount being billed for the period. Invoices shall include an invoice number (as assigned by the Contractor) and the Agreement number (as assigned by the County). Invoices shall be submitted according to the schedule below:

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

- F. Payment shall be contingent on the satisfactory delivery of services as determined by the Chief Probation Officer or his/her designee.
- G. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or 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.
- H. The County shall give thirty (30) working days prior written notice to the Contractor of the County's intent to withhold payment.
- I. If the County reasonably determines that circumstances warrant immediate action, the County may withhold payment immediately, without the thirty (30) day waiting period, upon the County's written notice with justification to the Contractor.

EXHIBIT C

**FRESH LIFELINES FOR YOUTH
PROGRAM MONITORING
JULY 1, 2010 – JUNE 30, 2011**

A. Contractor shall demonstrate the following outcomes:

Performance Measure	FY 2009-10 Actual	FY 2010-11 Projected
Legal education class:		
Percent of youth who report that they now have access to positive adult role models	96%	90%
Percent of youth who report that after the program they are making healthy choices and are less likely to break the law	94%	90%
Leadership Training Program:		
Percent of youth who do not have a new sustained charge during the program	70%	70%
Percent of youth who are attending school	70%	80%

B. Contractor shall submit a Program Monitoring Report containing data on the Performance Measures above on or before July 5, 2011.

C. Contractor shall email the Program Monitoring Report to:

Sharon Jones, Management Analyst at sjones@co.sanmateo.ca.us

Emailed Program Monitoring Reports need not be signed. Contractor shall mail a signed hard copy of the Program Monitoring Report to:

Sharon Jones
Management Analyst
222 Paul Scannell Drive
San Mateo, CA 94402

D. Contractor shall submit Program Monitoring Reports in a format provided by the Probation Department. Program Monitoring Reports shall include a report number (as assigned by the Contractor) and the Agreement number (as assigned by the County).

EXHIBIT D

FRESH LIFELINES FOR YOUTH

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.

Aila Malik

Name of 504 Person - Type or Print

Fresh Lifelines for Youth

Name of Contractor(s) - Type or Print

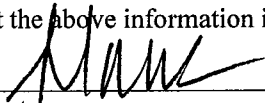
120 W. Mission Street

Street Address or P.O. Box

San Jose, CA 95110

City, State, Zip Code

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


Signature

Associate Director
Title of Authorized Official

8/10/10
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."

EXHIBIT E

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

I. CONTRACTOR INFORMATION

Contractor Name:	Fresh Lifelines for Youth	Phone:	408-504-6066
Contact Person:	Aila Malik, Associate Director	Fax:	408-263-2631
Address:	120 W. Mission Street San Jose, CA 95110		

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 _____
Date 8/20/10

Name Aila Malik
Title Associate Director

EXHIBIT F

**FRESH LIFELINES FOR YOUTH
FINGERPRINTING CERTIFICATION FORM**

Agreement with
FRESH LIFELINES FOR YOUTH
for

legal education and mentoring services for youth in the juvenile justice system

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name Aila Malik

Title Associate Director

Signature [Handwritten Signature]

Date 8/10/10

EXHIBIT G

FRESH LIFELINES FOR YOUTH Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

PART I
FRESH LIFELINES FOR YOUTH
Youthful Offender Block Grant -- Budget

	FY. 2010-11		
	(1)	(2)	(3)
	San Mateo Probation Request	All Other Hard and/or in Kind Funds	Total Funds (1 + 2)
PERSONNEL			
Salaries			
<i>Position Title</i>	<i>Ann. Salary</i>	<i>FTE</i>	
Executive Director	\$94,016	0.06	\$5,876
Director Community Resources	\$75,192	0.03	\$1,880
Deputy Director	\$54,076	0.26	\$14,006
Director of High Touch Division	\$70,034	0.20	\$7,839
Director of Law Division	\$63,856	0.19	\$7,839
Program Manager- Leadership	\$46,862	0.90	\$20,000
Program Manager- Special Programs	\$44,283	0.13	\$5,535
Program Coordinator- Middle School	\$40,165	0.50	\$13,000
Program Manager--Law Program SMC	\$46,010	1.00	\$15,000
Community Resources Coordinator	\$39,104	0.05	\$0
Program Accounts Manager	\$53,560	0.06	\$0
Program Assistant-High Touch	\$34,507	0.10	\$0
Program Coordinator-Law	\$40,165	0.23	\$0
Program Assistant	\$34,528	0.20	\$0
Program Manager- Program Database	\$43,264	0.15	\$0
Leadership Case Manager	\$41,600	1.00	\$15,000
Total Salaries	\$78,678		\$155,557
Benefits/Fringe @21% of Salaries			\$32,667
TOTAL Personnel (Salaries and Benefits)	\$95,200		\$188,223
OPERATING EXPENSES			
Professional Fees	\$0		\$3,061
Accounting Fees	\$4,200		\$9,271
PL / Intern Stipends	\$0		\$0
Occupancy Costs	\$0		\$14,474
Telephone	\$0		\$3,183
Conferences/Meetings	\$0		\$3,216
Vol. Training	\$0		\$1,125
Transportation	\$0		\$14,456
Field Trip Expenses	\$0		\$500
Retreat	\$4,200		\$5,175
Program Activities Expense	\$4,200		\$2,025
Marketing	\$0		\$11,954
Equipt. Rental/Comp Mntce.	\$0		\$3,357
Program Supplies-Specialized	\$0		\$2,580
Program Food	\$0		\$1,275
Graduation Expenses	\$0		\$2,550
Client Costs	\$0		\$3,000
Team Building Expenses	\$0		\$1,301
Program Supplies- Basic	\$0		\$1,135
Capital Expense	\$0		\$962
Recruiting/Vol Appreciation	\$0		\$3,114
Insurance Expense	\$4,200		\$1,899
License Fees/Other Taxes	\$0		\$158
Prof Dues & Subscriptions	\$0		\$511
TOTAL Operating Expenses	\$16,800		\$90,281
TOTAL DIRECT EXPENSES (Personnel and Operating)	\$112,000		\$278,505
TOTAL INDIRECT EXPENSES (0% of Personnel)	\$0		\$0
TOTAL PROGRAM COST	\$112,000		\$278,505

CONTRACT INSURANCE APPROVAL

Date: September 8, 2010

To: Faiza Steele

From: Sharon Jones, Probation Department

Phone 312-5241

Fax 312-5597

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

Contractor name: Fresh Lifelines for Youth

Does the contractor travel as part of the contract services? No

Duties to be performed by Contractor for County:

Contractor shall provide legal education and mentoring for youth in the juvenile justice system.

The following is to 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 <i>EXCESS Umbrella</i>	\$ 1mil	<input checked="" type="checkbox"/>	<input 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

9/9/10

 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EY
FRESH-3

DATE (MM/DD/YYYY)
08/23/10

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. Jose CA 95129 Phone: 408-510-5440 Fax: 408-510-5490	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Fresh Lifelines For Youth 120 West Mission Street San Jose CA 95110	INSURER A: Nonprofits Ins. Alliance of CA	
	INSURER B: Everest National Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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 OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

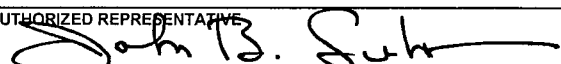
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201008773NPO	08/21/10	08/21/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		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	201008773NPO	08/21/10	08/21/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	201008773UMBPO	08/21/10	08/21/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	66000000718091	08/01/10	08/01/11	<input checked="" type="checkbox"/> WC STATU-TORY 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

Re: Law Program

Certificate Holder is additional insured with respect to liability arising out of Named Insured's operations and per attached CG2026 07/04 endorsement.

*10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER San Mateo County Probation Department Attn: Yvonne Brown 21 Tower Road San Mateo CA 94402	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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.