

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
YOUTH AND FAMILY ENRICHMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and YOUTH
AND FAMILY ENRICHMENT SERVICES, 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 performing the professional services for the Human Services Agency, Children and Family Services Division, hereinafter described, provision of Transitional Housing Plus Program (THP-Plus) to post emancipated foster youth.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A: Triplex Facility-Program Description
- Exhibit B: Triplex Facility- Scope of Work, Payment Schedule, Program Monitoring
- Exhibit C: Compliance 504 Form
- Exhibit D: Contractor's Declaration Form
- Exhibit E: Child Abuse Prevention and Reporting
- Exhibit F: Fingerprinting Certification Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED DOLLARS, (\$761,400).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011 through June 30, 2014**

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or 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 issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

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

11. Non-Discrimination

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

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

Deborah Torres, LCSW, Director, Children and Family Services
San Mateo County, Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650.802.3390

In the case of Contractor, to:

Michael Garb, Chief Executive Office
Youth and Family Enrichment Services
610 Elm Street, Suite 212
San Carlos, CA 94070
650.591.9623

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH AND FAMILY ENRICHMENT SERVICES
Michael Garb, Chief Executive Officer

Contractor's Signature

Date: _____

**Transitional Housing Placement-Plus Program
PROGRAM DESCRIPTION
July 1, 2011 through June 30, 2014**

I. Program Description

The YFES agency will provide a Transitional Housing Placement-Plus program which will provide shared furnished housing plus ancillary services for San Mateo County former foster youth transitioning to adulthood in a Triplex owned by San Mateo County at the corner of Orange and Grand in South San Francisco and at the Daybreak program in Redwood City. The program will work with San Mateo County Human Service Agency to mutually provide proper assessment/screening of former foster young adults aged 18 up to 24. The program's goal is to provide essential "real life" experiences for living independently after aging out of the foster care system as well as stable, safe housing for up to a two year period.

II. Population to be served

Young adults who have emancipated as a ward or dependent in the San Mateo Juvenile Court are eligible to participate. The non-licensed facility will provide services for up to nine residents between the aged 18 up to 24. All residents will be required to maintain a combination of work and school for a minimum of 30 hours per week unless they are unable to do so by reason of emotional or physical disability. Exceptions to the 30 hour rule will be made by the team and approved by HSA/YFES Management. All residents are required to work toward long-term goals stated on their TILP/Needs and Services Plan. This plan must outline the provision of the 15 state required services. Copies of the Plan will be provided to HSA Management.

III. Program Model

The program will use the group transitional living model. The intent of the THP-Plus program is to provide a safe and secure transition while residents become productive and self supporting citizens of San Mateo County. The model will be firmly based in the Youth Development Model to develop strength-based resiliency and living skill competencies. Residents will be taught how to engage in skill development through hands-on application and coaching to achieve the highest level of adult community living skills they can achieve.

IV. Referral and Screening Process

Youth may be referred by their primary Social Worker while Dependents or their Probation Officer while Wards of the Juvenile Justice System, in conjunction with the Aftercare Case Manager. Aftercare emancipation Youth may be referred by the Aftercare Case Managers. All admissions must be approved by HSA Management. A waitlist will be maintained for eligible youth, in a format to be approved by both the County and the contractor. Effectiveness of the waitlist process will be evaluated after six (6) months of implementation, and revised if necessary.

V. Discharge and/or Removal from THP-Plus program

A discharge timeline is created to meet the needs of each resident during the intake process. Included in the discharge plan is a meeting with the aftercare case manager, the youth, and the THP+ staff. The plan is evaluated at regular intervals and adjusted as needed by the resident and team.

When a resident is not completing program requirements, they may be asked to leave the program prematurely. In such a case, the staff will engage them in a discharge plan, along with the Aftercare Case Manager. If the discharge is immediate, usually due to the need to address urgent medical needs of the youth or dangerous behavior of the youth, they will be asked to leave the program immediately and this may be done by YFES staff for the safety of other residents. Examples of dangerous behavior which may lead to immediate dismissal include: Weapons in the household, use of illegal drugs or alcohol in the household, threatening behavior to another resident or to staff, theft of program or peer property, sexual activity in the house, fire-setting, or any other act which creates an imminent danger for the residents or surrounding community.

The Contractor will develop a Residency Agreement to be reviewed and approved by the County. Residents must read, understand and sign the Agreement prior to admission to the program.

**Transitional Housing Placement-Plus Program
SCOPE OF WORK, PAYMENT SCHEDULE, PROGRAM MONITORING
July 1, 2011 through June 30, 2014**

TRIPLEX FACILITY

I. Services Requested

Contractor will operate the THP-Plus Program at the County-owned Grand Orange Facility (Triplex). The facility's capacity is nine beds. Contractor will provide, to the satisfaction of the Director of Human Services Agency (HSA) or her designee, services as follows:

Housing

- Provide supervision, support and help to solve day-to-day issues and ensure the safety of the residents and the facilities. Awake night staff will be present at the facility between the hours of 10 pm and 5 am for between five (5) to seven (7) nights per week, depending upon the demands of the population. Additional staff coverage will be provided during peak times (2-10 p.m.) that residents are present, including weekend, afternoon and evening coverage for at least five (5) days per week.
- Contractor will provide meals and will assist with clothing needs. As residents progress through the program, they will be expected to utilize their earnings for these items.
- Contractor will be responsible for minor and on-going maintenance including exterior. Any damage or repair over \$500 will be the responsibility of the County. The County will inspect the property twice a year to assess major systems. Appliances will be under warranty. Contractor will contact and arrange for repair and pay any associated costs.

Case Management

- Develop a long-term vision rather than a short term view of residents needs.
- Utilize community based support systems to meet those needs such as food banks, food stamps, legal services, financial aid programs, etc. Residents will receive hands on training in how to access and maintain these services.
- Work towards completion and actualization of a transitional independent living plan (Step TILP) to ensure residents' successful transition after completion of the program. The THP-Plus TILP is updated at least annually, and should include a discussion of living skills training competencies.
- Use evidence-based life skills assessment tool to measure progress. Tools may include the Ansell-Casey Life Skills Assessment, the Step TILP and may also include tools designed to assess career interests and aptitudes.
- Attend all county-mandated meetings, Adolescent Collaborative Action Team meetings and other meetings as requested by the County.

Counseling and Crisis Intervention

- Provide trained staff who will provide crisis counseling, intervention and referral services to residents.
- All residents will be provided with referral for individual and group therapy
- Provide 24-hour on-call crisis management back-up.

Permanency

- Identify and support efforts to reconnect/connect residents with responsible, caring relatives and adult mentors to establish a lifelong connection.

Education/Career Planning

- Ensure residents understand vocational and educational resources in their community.
- Require residents to work toward high school graduation, if applicable.
- Contractor will coordinate tours of community colleges and vocational training programs to expand their educational and or vocational training.
- Ensure residents are registered at and connected with a One-Stop employment center and that they are accessing workforce development opportunities and explore career opportunities.
- Assist residents in completion of financial aid forms.
- Ensure that residents set educational and vocational goals and complete FAFSA and Chaffee applications.

Financial Management

- Work with residents in opening a bank account and ensure they are maintaining a savings account.
- Work with residents on budgeting and financial planning.

Support Meetings

- Each resident will participate in individual and group meetings with support staff. Initially, they will be expected to participate in weekly individual meetings and weekly group learning and experiential education activities. As they demonstrate success with interdependent living, the need for individual and group meetings may be diminished. These meetings serve to reinforce growth, support transitioning to adulthood, and provide education in a variety of areas to promote positive development. The individual and group meetings may include the following topics:
 - Employment and job readiness skills
 - Daily living skills
 - Financial literacy skills
 - Survival skills
 - Choices and consequences skills
 - Interpersonal skills
 - Computer skills
 - Plus continuing education, financial aid, training, and professional development

Recreation

- Develop volunteer and recreational, structured activities while developing long –term employment and educational activities.
- Plan and coordinate monthly get-togethers to create a sense of community such as barbecue, potlucks, movie nights, etc. Plan and support other recreational activities. Public transportation will be utilized as much as possible. If not available, YFES will provide transportation to recreational events.

Advanced independent living skill training

- Contractor will define skills based on the Step-TILP and meet monthly to chart progress on the TILP domains with each resident. They will experience the hands-on application of their Independent Living Program (ILP) training.

Utilities

- Pay for all utilities, business telephone usage, networking costs. Residents will be encouraged to use their own cell phone for personal business.

II. County’s Responsibilities

- A. Twice a year, County shall inspect the Triplex facility and assess for major structural upkeep such as roof, electrical, sewer and water line, HVAC, heater, windows.
- B. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
- C. Provide referrals to the THP-Plus Program.

III. Payment Schedule

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee.

1. Contractor will submit monthly invoices based on occupancy for services rendered as described in Exhibit B. Payment shall be made within 30 days after approval by the Human Services Agency Program Manager.
2. Contractor shall be paid at the rate of \$2,350 per youth per month. Partial months shall be pro-rated. The County reserves the right to adjust the afore-mentioned rate during the term of the Agreement if program needs and/or priorities change.
3. Contractor shall be paid at the rate of \$600 per empty bed per month. Partial months shall be pro-rated.
4. Invoices shall be sent to: Yen Pang, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 workdays upon receipt of Contractor's invoice.
5. Funding shall be allocated in the following manner: **In no event shall the contract total exceed SEVEN HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED DOLLARS (\$761,400) for the term of the Agreement.** County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.

FY 2011-12, TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800).

FY 2012-13, TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800).

FY 2013-14, TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800).

6. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate THP-Plus funding from the State, the contract will be re-negotiated.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

IV. Program Monitoring

A. Contractor agrees to provide an annual report, by July 30, 2012, July 30, 2013 and July 30, 2014 for each respective fiscal year, addressing the following outcomes:

- Goal 1: The THP Plus Program will assist emancipated foster youth to secure housing.
- Measure 1: Annually, 80% of the THP Plus enrolled youth will successfully maintain their residence at the Triplex and transition into stipend assisted or independent living.
- Goal 2: The THP Plus Program will increase the employability of emancipated youth.
- Measure 1: 75% of the residents at the Triplex THP Plus Program will increase their income within one year of entering the program.
- Goal 3: The THP Plus Program will encourage emancipated foster youth to further their educational goals.
- Measure 1: Annually, 75% of the participants in or exiting the program will obtain their high school diploma or equivalent if not high school graduates upon entry.
- Measure 2: Within 60 days of occupancy, at least 85% of the residents will be productively engaged in education and/or employment. Plan to be approved by Program Manager.
- Goal 4: The THP Plus Program will assist emancipated youth in connecting to health care services and other community-based resources.
- Measure 1: 90% of the THP Plus participants in the Triplex will be enrolled in Medicaid or other private/public health insurance program.
- Measure 2: 90% of the residents will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.
- Goal 5: The THP Plus Program will prepare the youth for self-sufficiency.
- Measure 1: 90% of the participants graduating from the program will make significant progress toward their Step TILP prior to completion of the program. Significant progress is measured as reaching 75% of their established Step TILP goals and improvement in more than one area on their Ansell-Casey Life Skills Assessment.
- Measure 2: After 12 months of completing the program, 85% of participants will continue to live in a safe and stable living environment.

- B. Contractor will be responsible for submitting a monthly occupancy report, on a template to be provided for by HSA, as an invoice and a quarterly report based on the above Measures. This report can be sent via fax or e-mail to the HSA Program Manager or contract monitor.
- C. Contractor will submit to the County Quarterly Activity and Narrative Reports to be due on the following dates:

FY 2011-12

October 15, 2011
January 15, 2012
April 15, 2012
July 15, 2012

FY 2012-13

October 15, 2012
January 15, 2013
April 15, 2013
July 15, 2013

FY 2013-14

October 15, 2013
January 15, 2014
April 15, 2014
July 15, 2014

Narrative report will show program's performance against above goals and measures. Quarterly reports will be submitted at the following address:

Human Services Agency
Yen Pang, Contract Monitor
400 Harbor Blvd. Bldg. B
Belmont, CA 94002.

- D. Contractor will prepare and submit to County's Human Services Program Manager an annual report of actual budget costs. This report will be submitted within 90 days after the end of each fiscal year.
- E. Contractor will submit a financial audit to the Contract Monitor as soon as it becomes available.
- F. The Human Services Agency Contract Monitor will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of YFES.

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

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

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

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

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

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

Name of 504 Person - Type or Print

Youth and Family Enrichment Services

Name of Contractor(s)-Type or Print

610 Elm Street, Suite 212

Street Address or P.O. Box

San Carlos, CA 94070

City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

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

I. CONTRACTOR INFORMATION

Contractor Name:	Youth and Family Enrichment Services	Phone:	650.591.9623
Contact Person:	Michael Garb, Chief Executive Officer	Fax:	
Address:	610 Elm Street, Suite 212 San Carlos, CA 94070		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

Exhibit E

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

FINGERPRINTING CERTIFICATION FORM

Agreement with Youth and Family Enrichment Services

For

Transitional Housing Placement-Plus Program

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, assignees and subcontractors or volunteers have contact in accordance with Paragraph 9, Child Abuse Prevention and Reporting, of this Agreement

Name (Signature)

Title

Date