

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ASPIRANET**

For

**The administration of a "Change of Placement Program" for dependent children at the
Tower House Receiving Home**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
ASPIRANET, 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 of administering a "Change of Placement Program" for dependent children at the County's Tower House Receiving Home located in San Mateo;

**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---Program Description
- Exhibit B---Responsibilities
- Exhibit C---Budget and Payment Schedule
- Exhibit CI--Budget Table
- Exhibit D---Program Monitoring
- Exhibit E---504 Compliance
- Exhibit F---Contractor's Declaration Form
- Exhibit G--- Child Abuse Prevention and Reporting
- Exhibit H--- Fingerprinting Certification Form
- Exhibit I---Description of Premises
- Exhibit J--- ModSpace Lease Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "C and C1," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A, B, D and G."

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 B, D and G," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "C and C1." 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 SIXTY SIX THOUSAND SIX HUNDRED EIGHTY ONE DOLLARS, (\$166,681).**

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, 2012.

This Agreement may be terminated by Contractor, the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance

Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this

Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

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

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

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

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

16. Notices

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

In the case of County, to:

Pravin Patel, Human Services Manager
San Mateo County
Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94402
650-802-5017

In the case of Contractor, to:

Vernon Brown, Executive CEO
Aspiranet
400 Oyster Point Blvd., Suite 501
So. San Francisco, CA 94080
650.866.4080

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

ASPIRANET

Contractor's Signature

Date: _____

**Program Description
July 1, 2011 through June 30, 2012**

In consideration of the payments set forth in Exhibit “C and C1”, Contractor shall provide the following services:

Purpose

The purpose of the change of placement program operated by the Contractor is to provide a short-term residence for children who are Dependent Children of the San Mateo County Juvenile Court and are in transition between foster home placements. These are mostly adolescents who have been in foster care, and have been unable to remain in the previous placement. Often times, this transition occurs due to behavioral difficulties that are disruptive to the placement. Many times the placements end suddenly, with insufficient notice to locate an alternative placement. As the County is the placing agency, most times this results in the County needing to provide care for the children during the period until another placement is located.

The Contractor's program assessment and treatment philosophy addresses the physical, emotional, social and cultural needs of at-risk ambulatory youth. The program accepts both male and female youth between the ages of 12 and 18 years. The program accepts all youth referred by San Mateo County Human Services Agency up to its capacity.

Many of the youth served by the program may have a prior DSM axis diagnosis. They may have a history of learning disabilities, physical or sexual abuse, behavioral problems which may include pre-delinquent behavior, delinquent behavior, poor impulse control, depression, adjustment disorder, borderline disorder, oppositional disorder, school problems, chronic runaway, chronic placement failure, sexual acting out, behavior/conduct disorder, hyperactivity, substance abuse, self-destructiveness, and emotional disturbance.

Residents accepted into the program may also be characterized as physically handicapped (although not so as to interfere with their ambulatory status), epileptic, diabetic, and palsied. They may present particular treatment needs, e.g., being learning handicapped, emotionally disturbed, physically or sexually abused, or have chemical abuse histories, which may qualify them for specialized program services.

The Contractor provides supervision, daily activities, mental health services, medical services and psychiatric services. The Contractor's staff works closely with San Mateo County Children and Family Services staff to coordinate services, complete needs assessment and service plans, and prepare the youth for the next placement. The Contractor provides bi-lingual services in Spanish, and provides culturally sensitive services to all residents.

These services include but are not limited to group counseling, sexual perpetrators/victim groups, substance abuse education groups, and family reunification endeavors. In addition, necessary arrangements are made for medical, dental and eye examinations and treatment.

A range of educational, psychological, psychiatric service treatment, recreational and organized social experience is available for program residents. The daily schedule provides a stable and consistent structure for activities to be conducted. The values of stability and consistency are extremely important to the population for whom this program is designed; they afford residents a consistent and reliable treatment milieu to address underdeveloped behavior and deficient social skills.

The anticipated length of placement for residents ranges from one to three months.

Goal

The goal of the Contractor is to provide a stable residential environment for youth that have had a disruption in their foster care living situation and are waiting for an alternative foster care placement. The placement Social Worker may utilize this time to assess the resident's situation, and search for a more appropriate placement.

First, the Contractor seeks to understand the multiple treatment needs of its population and their cultural context. It provides residents with immediate and long-term benefits. Among these are food, shelter, clothing, medical services, social, recreational opportunities and other needed services. To heighten cultural sensitivity and awareness to a resident's multi-cultural needs, staff receives multi-cultural training and may also participate in similar opportunities scheduled in the local community.

Second, the Contractor enables young people who are placed in the program to assume increasing responsibility for mastering various behavioral tasks in order to acquire social and personal living skills. Childcare worker staff model appropriate behavior, provide consistent feedback to the residents regarding their daily interactions in a variety of environments e.g., home, school, community. Additionally, the program provides residents with activities intended to develop independent living skills. Activities may include resume writing, finding an apartment, seeking a compatible roommate, developing job interviewing skills, financial management, completing their age-appropriate education, obtaining their G.E.D. and visiting area businesses. Other community resources may be used, e.g., mentor programs, job placement services, and vocational training programs, as indicated in their Needs and Services Plan. Overall, these endeavors encourage residents to participate in their treatment program according to an achieved level of insight, education and capability.

Third, the Contractor collaborates with placement workers and their respective agencies to consistently evaluate and directly respond to the presenting and ongoing treatment needs of youth in the Placement Program. The assigned County Social Worker will develop an individualized Needs and Services Plan in cooperation with residents, their placement workers and parents, if available, and other individuals significant to the child's success.

The program manager coordinates clinical services, e.g., individual and group therapy and any clinical consultation, when indicated. This cooperative endeavor can reduce rates of recidivism and future placement failure among this treatment population.

Fourth, the Contractor seeks, whenever possible, to reunite residents with their families. In the assessment phase, careful consideration is given the resources required to address family issues. In this context, a family may participate in structured opportunities that can renew confidence to be reunited with their child. This goal is facilitated by a family partnering with the Contractor to support their child's efforts to improve his life within the treatment program and their participation in scheduled events, e.g., parenting classes, to accomplish this end.

The staff of Aspiranet and San Mateo County Human Services have developed a detailed Program Statement as required by the State of California, Community Care Licensing as well as the State Rate Setting Bureau.

**RESPONSIBILITIES
July 1, 2011 through June 30, 2012**

The Contractor's Responsibilities:

In operating the change of placement program for dependent children at the Tower House Receiving Home (hereinafter be called Tower House in this document) described in this Exhibit and in Exhibit A, the Contractor will:

1. Provide services to and house up to eight youths.
2. Be responsible for the care, safety and supervision of the residents at all times.
3. Maintain a behavioral management program at a level to justify a State Rate Level 12. (Level 12 is a level of service defined by the state and refers to the ratio of staff per children).
4. Operate within the state Community Care regulations.
5. Provide a Program Manager to supervise child care staff, ensure compliance with Community Care Licensing regulations and operate within the budget agreed upon with the County.
6. Accept only residents referred by the existing County Children's Receiving Home staff. Contractor may not reject any referral from the County Children's Receiving Home staff and referrals are not to be returned to the County Children's Receiving Home unless there is Agreement by both the Contractor and the County's receiving home staff to do so.
7. Provide space within the Tower House Receiving Home for out-posted service providers. (Examples of service providers are the nurse, mental health providers, senior counselors, and others that will provide services to Tower House Receiving Home.)
8. Operate a county shelter program. The Contractor recognizes that it becomes subject to the case plans of the Juvenile Court by signing this Agreement.
9. Administer medications and ensure the continuity of medications to residents.
10. Ensure that each resident is enrolled in and attends school.
11. Provide transportation for all eligible youth, with an approved ILSP plan, to ILSP classes and events. In addition, provide transportation to youth to and from school, if needed.
12. Work with County Mental Health regarding the Therapeutic Behavior (TBS) program.
13. Contact the following for maintenance requests:

Shannon Werner (650) 802-7520 and/or Gary Behrans (650) 312-8902

14. Be responsible for any damages caused by the residents of Tower House to the facility, daily upkeep, including garbage, and obtaining custodial service for Tower House, and any related costs.

County's Responsibilities:

The County will:

1. Pay the lease Agreement with GE Capital and the annual maintenance point of service costs to Department of Public Works for Tower House. Total lease costs not to exceed \$24,000. The total annual maintenance point of service costs not to exceed \$25,000. (Maintenance point of service costs refers to the coverage of all maintenance for the Tower House with the exception of maintenance due to damage caused by the residents.)
2. Pay for all utilities, automation fees incurred, including telephone usage and networking costs. Pay a fee-for-service at the rates shown below per hour for any maintenance not included in the annual maintenance point of service costs:

Type of Service	Fee per hour
Carpenter	\$95.36
Locksmith	\$94.79
Painter	\$96.00
Stationary Engineer	\$95.92
Utility Worker	\$75.75

Contracted services and materials are billed at actual cost (Rates are subject to change.)

3. 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.
4. Be responsible for Intake and referral of program participants. (The existing County Children's Receiving Home will be the focal point of intake.)
5. Ensure that any referral to the facility who has an injury or illness is medically cleared by San Mateo County General Hospital prior to entering Tower House.
6. Provide a Nurse Practitioner that will be available in case of illness or injury and for checkups, health education, staff consultation, making medical and dental appointments.
7. Provide educational liaison staff that will be available to work with the children's files, assist with Individualized Educational Plan referral and follow up, and consultation with staff.
8. Provide dinner up to 7 days per week. Food will be purchased and delivered through the County Catering Connection.
9. Provide Senior Counselors who will:
 - Act as liaisons to Social Worker staff when placement issues arise and when cases require interaction with the Court.
 - Meet at least weekly with Tower House Receiving Home staff.
 - Be available to meet with Tower House residents and referrals.
 - Be available to meet with Placement Social Workers.
10. Evaluate with the contractor at a 3 month and 6 month period their change of placement program's ability to meet California Department of Social Services Rates Bureau's standards of reimbursement at 90% occupancy.

**Budget and Payment Schedule
July 1, 2011 through June 30, 2012**

In Consideration of the Services provided by the Contractor in Exhibit A and B, County shall pay Contractor based on the following fee schedule.

Budget:

- The cost to the County to have the Contractor operate a “Change of Placement Program” for FY 2011-12 at the Tower House Receiving Home is as shown in Attachment C and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County’s obligation \$166,680 per fiscal year.

Payment:

- A. The total Agreement obligation per FY is \$166,681. Monthly invoices shall be sent to:
Marnita Garcia-Fulle, County of San Mateo, Human Services Agency
400 Harbor Blvd., Bldg B
Belmont, CA 94002
- B. The County shall pay Contractor upon receipt and approval of monthly invoices for **FY 2011-12 as shown below:**

July 1, 2011	\$13,890
August 1, 2011	\$13,890
September 1, 2011	\$13,890
October 1, 2011	\$13,890
November 1, 2011	\$13,890
December 1, 2011	\$13,890
January 1, 2012	\$13,890
February 1, 2012	\$13,890
March 1, 2012	\$13,890
April 1, 2012	\$13,890
May 1, 2012	\$13,890
June 1, 2012	<u>\$13,891</u>
Total	\$166,681

- C. County may withhold all or part of Contractor’s total payment if the Director of Children and Family Services or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit B.
- D. In no event shall the total exceed **one hundred and sixty six thousand six hundred and eighty one dollars (\$166,681)** for the term of the Agreement.
- E. All payments under this Agreement must directly support services specified in this Agreement.
- F. 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 funding from the State, the contract may be re-negotiated and/or rescinded.
- G. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- H. 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.

**Program Monitoring
July 1, 2011 through June 30, 2012**

Monitoring

The “Change of Placement Program” operated by the Contractor will be monitored on a monthly basis by the Human Services Program Manager. Program integrity will be monitored by:

- Reviews of individual Needs and Services Plans and any modifications to same for all residents;
- Case reviews of any resident who escalates to 602 Ward (602 Ward refers to residents that are under the supervision of probation), is hospitalized for psychiatric reasons or is discharged on an unplanned basis;
- Reviews of individual Runaway Plans as developed, AWOLS and interventions, if any;
- Reviews of any deviations from Discharge/Transfer Policy;
- Reviews of instances of use of emergency restraints;
- Review of unusual Incident Reports; and
- Review of any Resident Complaint Forms.

Fiscal reviews will be held on a quarterly basis and will consider:

- Capacity issues; and
- Any budget issues.

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.

(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

Aspiranet

Name of Contractor(s)-Type or Print

400 Oyster Point Blvd #501

Street Address or P.O. Box

So. San Francisco, CA 94015

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:	Aspiranet	Phone:	650.866.4080
Contact Person:	Vernon Brown	Fax:	650.866.8041
Address:	400 Oyster Point Blvd. #501 So, San Francisco, CA 94015		

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 G

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 Aspiranet

For

“Change of Placement Program” at the Tower House Receiving Home

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

Description of “Premises” at
326 Paul Scannell Drive, San Mateo, CA 94402

The Premises consist of a parcel of land, certain site improvements and building improvements generally described as follows:

Improvements are set on a portion of a County-Owned parking lot in San Mateo County, California. The parcel is approximately 80 feet by 120 feet and set at the westerly end of the larger improved parking lot.

Site improvements include asphalt paved parking areas, concrete curbs, landscaping, fencing and decking.

Five 12-foot by 60-foot leased modular units have been put into place on the parcel and improved with office, residential, kitchen and bath facilities.

A rough schematic of the land and improvements follows this page.

Aspiranet
EXCELL READINESS CENTER BUDGET
JULY 1, 2011 THROUGH JUNE 30, 2012

EXPENSE CATEGORY	Proposed 2009-2010		Wage Parity Subsidy	
Payroll				
Program Manager (Salary) 40+ Hours per week	40			\$16,506
Social Worker	40			7,571
2 CCW III – 40 hr wk	80	21.00	4.99	20,742
CCW I – AM - 56 hr wk	56	17.50	4.99	14,520
CCW I – PM - 56 hr wk	56	17.50	4.99	14,520
CCW I - PM - 96 hr wk	96	17.50	4.99	24,891
CCW I – NS - 96 hr wk	96	17.50	4.99	24,891
Total Payroll	464			123,641
Benefits				22,370
Total Payroll & Benefits				146,011
Administrative Overhead				20,671
Less Occupancy Fee charged by County of San Mateo				<1.00>
Total Amount of County of San Mateo Obligation				\$166,681