



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 23, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services *SK*

SUBJECT: Agreement with Peninsula Conflict Resolution Center for Community-based Alcohol and Other Drug Prevention Services

RECOMMENDATION:

Adopt a Resolution:

- A) Waiving the Request for Proposal process and authorizing the President of the Board to execute an Agreement with Peninsula Conflict Resolution Center to provide alcohol and drug prevention services for the term of July 1, 2011 through June 30, 2012, for a maximum obligation of \$150,000; and
- B) Authorizing the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

In November 2006 your Board approved the Alcohol and Other Drug (AOD) Strategic Plan, Strategic Directions 2010. To implement the prevention strategies and services outlined in this strategic plan and the Roadmap for Alcohol, Tobacco, and Other Drug Prevention, a Request For Proposals (RFP) process was initiated in April 2007. The RFP called for either prevention planning or implementation proposals focusing on specific geographic areas of the County to implement and sustain effective alcohol and drug prevention efforts. A total of 14 proposals were received. The review committee recommended funding lead/fiscal agencies in four of the communities and recommended that AOD work with key partners in the three additional communities in order to develop community-based partnerships for AOD prevention planning. These three communities are Redwood City, San Mateo, and the Bayshore and Crocker neighborhoods of Daly City. On December 2, 2008, the County Manager approved an Agreement with the Young Men's Christian Association Youth Services Bureau (YMCA YSB) to support a local alcohol and other drug prevention planning process in the City of San Mateo. YMCA YSB worked in close collaboration with community residents; school districts, law enforcement; Peninsula Conflict Resolution Center (PCRC); other community-based

organizations; county and local health and human services providers; youth, and others to develop an implementation work plan which was submitted to AOD for approval. The implementation work plan recommends PCRC to be the lead fiscal agency. Among other desirable traits, PCRC has an extensive history of working successfully with various cultural communities in the City of San Mateo, and in the North Central region of the City, where this community-based partnership is focusing its initial prevention efforts.

DISCUSSION:

PCRC will lead a collaborative effort to promote and improve connections between individuals, peers, families and communities. The purpose of this collaborative effort will include reducing access to and availability of alcohol and drugs to youth; and build on community assets in order to deliver a full range of prevention-based activities. A waiver of the RFP requirement is requested for this Agreement with PCRC, as the San Mateo implementation work plan is based on the community needs assessment, reflects the community's priorities, and is consistent with the recommendation from the AOD 2007 RFP for prevention services. This Agreement is on the Continuing Resolution.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by implementing activities which include community capacity building education and awareness, asset building strategies for youth and families, and environmental prevention efforts to decrease access and availability of alcohol and other drugs to support clients to maintain abstinence and sobriety. It is anticipated that 85% of participants served will agree or strongly agree that their partnership is effective.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percentage of participants in an alcohol and drug community-based prevention partnership who agree or strongly agree that their partnership is effective.	84%	85%

FISCAL IMPACT:

The term of this Agreement is July 1, 2011 through June 30, 2012. The maximum obligation is \$150,000. Funding is provided by the State Negotiated Rate Contract allocation. These funds are included in the BHRS FY 2011-12 Recommended Budget. There is no Net County Cost.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION: A) WAIVING THE REQUEST FOR PROPOSAL PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH PENINSULA CONFLICT RESOLUTION CENTER TO PROVIDE ALCOHOL AND DRUG PREVENTION SERVICES FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$150,000; AND B) AUTHORIZING THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the County could be served without the necessity of proposals; and

WHEREAS, this Board has been asked to waive the Request for Proposals process in order to contract with Peninsula Conflict Resolution Center for alcohol and drug prevention services; and

WHEREAS, this Board has determined that it is in the best interest of the County to waive the Request for Proposals process; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for

further particulars, whereby Peninsula Conflict Resolution Center shall provide alcohol and drug prevention services for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$150,000; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County requirement for the Request for Proposals process for outpatient mental health services for said Agreement is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA CONFLICT RESOLUTION CENTER**

THIS AGREEMENT, entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and PENINSULA CONFLICT RESOLUTION CENTER, 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 the professional services hereinafter described for the Health System, Behavioral Health and Recovery Services Division.

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

Attachment E—Fingerprinting Certification

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Manual and in the Exhibits and Attachments to the Agreement.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. 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 FIFTY THOUSAND DOLLARS (\$150,000).

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 Chief of the Health System or 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 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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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. 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. 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.

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 Contractors 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 in 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:
San Mateo County
ALCOHOL AND OTHER DRUG SERVICES
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
PENINSULA CONFLICT RESOLUTION CENTER
Michelle Vilchez
1660 South Amphlett Blvd #219
San Mateo, CA 94402

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.

Signature page to follow.

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

COUNTY OF SAN MATEO

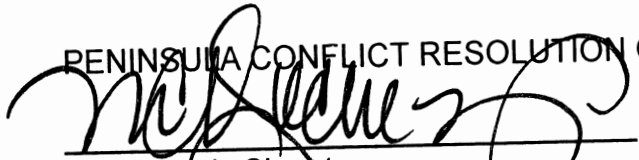
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PENINSULA CONFLICT RESOLUTION CENTER



Contractor's Signature

Date: 8/22/11

EXHIBIT A - SERVICES
PENINSULA CONFLICT RESOLUTION CENTER
FY 2011 - 2012

The Contractor will be the lead/fiscal agency for the Community-Based Partnership for the prevention of alcohol and other drug-related problems in the City of San Mateo in San Mateo County.

I. General Requirements

In providing its services and operations, Contractor will maintain compliance with the requirements of the San Mateo County Alcohol and Other Drug Services Provider Handbook. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein..

II. Community-Based Partnership Scope of Work

A. Work Plan and Budget Development and Approval

1. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
2. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a 20% in-kind match.
3. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:
 - a. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the Alcohol and Other Drug Services Provider Handbook described in Section I of Exhibit A.
 - b. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.

- c. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
- d. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and County AOD. Work Plan modifications are subject to approval by the County AOD Administrator or designee.

B. Work Plan Implementation

- 1. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
- 2. Contractor shall include the County AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.

C. Participation in Alcohol and Other Drug Sponsored Activities

- 1. Contractor shall participate in AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

III. Lead Agency Administrative and Reporting Requirements

A. CalOMS Prevention Data Collection and Reporting

- 1. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
- 2. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is: <https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
- 3. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.

B. Implementation Progress Reporting

- 1. Maintain documentation of all Work Plan activities
- 2. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.

- a. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee.
- C. Financial and Units of Service Reporting
1. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
 2. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

EXHIBIT B – RATES AND PAYMENTS
PENINSULA CONFLICT RESOLUTION CENTER
FY 2011 - 2012

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

A. Rates of Payment

1. For the period of July 1, 2011 through June 30, 2012, payment shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), subject to availability of funds for AOD Prevention Services and satisfactory progress by Contractor on contracted deliverables.

B. Payment

County will pay Contractor the total contract amount in twelve (12) monthly payments based on the payment schedule below. Monthly payments will be made within 30 days after receipt of timely submission of reports, as outlined in the AOD Policy and Procedure Manual.

July 1, 2011 - June 30, 2012

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$150,000	12 monthly payments of \$12,500 each	Monthly, starting July 1, 2011

- C. Rate increases shall be at the sole discretion of the Chief of the Health System or designee. In no event shall the maximum, but not guaranteed, compensation for the agreement term exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

- D. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

- E. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph C. of this Exhibit B.

- F. The Chief of the Health System or the Chief's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

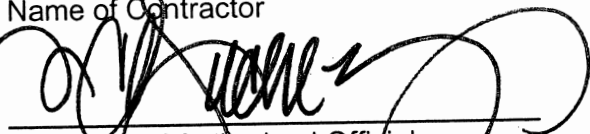
Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Peninsula Conflict Resolution Center

Name of Contractor



Signature of Authorized Official

Michelle Vitchev

Name (please print)

Executive Director

Title (please print)

8/22/11

Date

ATTACHMENT I

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. (or no employees)
- 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.

Celia Benander
Name of 504 Person - Type or Print

Pennoni Conflict Resolution Center
Name of Contractor(s) - Type or Print

1660 S. Amphlett Blvd #219
Street Address or P.O. Box

San Mateo CA 94402
City, State, Zip Code

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

[Signature]
Signature

Stacy Accountant
Title of Authorized Official

8/22/11
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."