



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Probation Department



DATE: November 28, 2011
BOARD MEETING DATE: December 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Stuart J Forrest, Chief Probation Officer
SUBJECT: Agreement with Art of Yoga Project, Mind Body Awareness and Fresh Lifelines For Youth

RECOMMENDATION:

Adopt a Resolution:

- 1) Authorizing the President of the Board of Supervisors to execute Agreements with the Art of Yoga Project, Mind Body Awareness and Fresh Lifelines for Youth to provide services for at-risk and system involved youth for the term of July 1, 2011 through June 30, 2014 in the amount of \$165,000 for the Art of Yoga Project, \$149,919 for Mind Body Awareness and \$336,000 for Fresh Lifelines for Youth with no Net County Cost; and
- 2) Authorizing the Chief Probation Officer or his designee to execute contract amendments that 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 2007, in response to SB 81 Juvenile Justice Realignment, the State allocated money to San Mateo County in the form of the Youthful Offender Block Grant (YOBG). The purpose of the Youthful Offender Block Grant (YOBG) is to enhance the capacity of local communities to implement an effective continuum of response to juvenile crime and delinquency. Allocations from the Youthful Offender Block Grant Fund must be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders subject to Welfare and Institutions Code (WIC) Sections 731.1, 733, 1766, and 1767.35. Counties, in expending the Youthful Offender Block Grant allocation, must provide all necessary services related to the custody and parole of the offenders.

In April of 2011 the Art of Yoga, Mind Body Awareness and Fresh Lifelines for Youth were

three (3) of the five (5) programs selected through the RFP process to provide services to youth in San Mateo County between July1, 2011 and June 30, 2014 with funding through the Youthful Offender Block Grant (YOBG).

DISCUSSION:

Through this agreement, the Art of Yoga will provide a yoga, meditation, reflective writing, and creative arts program to youth in the GIRLS program and at Youth Services Center.

Through this agreement, Mind Body Awareness will provide mindfulness-based rehabilitation services at the Youth Services Center and Camp Glenwood to reduce stress and lead to fewer behavior issues.

Through this agreement, Fresh Lifelines for Youth will provide a Law Program in the Institutions where youth are provided with practical information about laws relevant to their lives; an opportunity to bond with caring adults; and a safe, fun, and interactive environment that cultivates assets essential for self-sufficiency and healthy functioning and a Leadership Training Program in the community where youth receive a comprehensive intake and assessment and an individualized action plan with goals in the areas of education, vocational skills, family, and health.

The contractors have 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 term of the agreements is July 1, 2011 through June 30, 2014. The agreements have been reviewed and approved by County Counsel and Risk Management. County Counsel has reviewed and approved the Resolution as to form and content.

These Agreements contribute to the Shared Vision 2025 outcome of a Healthy Community by helping youth reduce destructive and criminal behavior. With education, case management services and intervention, youth can better participate in their education and contribute to their communities.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Target
Percent of girls reporting having more self-awareness and self-respect (AYP)	n/a	60%
Overall percentage increase in self-regulation of youth (MBA)	n/a	15%
Youth will be less likely to commit crimes and more likely to make healthy choices (FLY)	n/a	75%

FISCAL IMPACT:

The Probation Department has secured \$165,000 for the Art of Yoga Project, \$149,919 for Mind Body Awareness and \$336,000 for Fresh Lifelines for Youth from the California State YOBG Fund to support this Agreement for three years. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION 1) AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AGREEMENTS WITH THE ART OF YOGA PROJECT, MIND BODY AWARENESS AND FRESH LIFELINES FOR YOUTH TO PROVIDE SERVICES TO AT-RISK AND SYSTEM INVOLVED YOUTH FOR THE TERM OF JULY 1, 2011 TO JUNE 30, 2014, IN THE AMOUNT OF \$165,000 FOR THE ART OF YOGA PROJECT, \$149,919 FOR MIND BODY AWARENESS AND \$336,000 FOR FRESH LIFELINES FOR YOUTH WITH NO NET COUNTY COST; AND 2) AUTHORIZING THE CHIEF PROBATION OFFICER OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS THAT 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 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, the Probation Department and the Art of Yoga Project wish to enter into an Agreement whereby the Art of Yoga Project will provide a yoga, meditation, reflective writing, and creative arts program to youth in the GIRLS program and at Youth Services Center for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$165,000 with no Net County Cost, and

WHEREAS, the Probation Department and Mind Body Awareness wish to enter into an Agreement whereby Mind Body Awareness will provide mindfulness-based rehabilitation services at the Youth Services Center and Camp Glenwood to reduce stress and lead to fewer behavior issues for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$149,919 with no Net County Cost, and

WHEREAS, the Probation Department and Fresh Lifelines for Youth wish to enter into an Agreement whereby Fresh Lifelines for Youth will provide a Law Program in the Institutions where youth are provided with practical information about laws relevant to their lives; an opportunity to bond with caring adults; and a safe, fun, and interactive environment that cultivates assets essential for self-sufficiency and healthy functioning and a Leadership Training Program in the community where youth receive a comprehensive intake and assessment and an individualized action plan with goals in the areas of education, vocational skills, family, and health for the term of July 1, 2011 to June 30, 2014, in the amount of \$336,000 with no Net County Cost; and

WHEREAS, the Board has been presented with these Agreements and has approved them as to both form and content and desires to enter into the Agreements.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

- 1) The President of the Board of Supervisors be and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.
- 2) The Chief of Probation or his designee is hereby authorized to execute contract amendments that 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
THE ART OF YOGA PROJECT**

THIS AGREEMENT, entered into this 1st day of July, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Art of Yoga Project, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing yoga, meditation, and art programming to youth at the Margaret J. Kemp Camp, the GIRLS program, and the Youth Services Center.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C—Program monitoring
- Exhibit D—§504 Compliance
- Exhibit E—Contractor’s Declaration Form
- Exhibit F—Fingerprinting Certification Form
- Exhibit G—Child Abuse Prevention, Reporting Requirements

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000)**.

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, 2014**.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Fingerprinting

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

12. Non-Discrimination and Other Requirements

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

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

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

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

13. Compliance with Contractor Employee Jury Service Ordinance

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

14. Retention of Records, Right to Monitor and Audit

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

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

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

15. Merger Clause

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

16. Controlling Law and Venue

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

17. Notices

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

In the case of County, to:

San Mateo County Probation
Attention: Stuart J. Forrest, Chief Probation Officer
222 Paul Scannell Drive
San Mateo, CA 94402
Phone: 650-312-8803

In the case of Contractor, to:

The Art of Yoga Project
Attention: Lisa Pedersen, Executive Director
555 Bryant Street, #232
Palo Alto, CA 94301
Phone: 650-924-9222

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

THE ART OF YOGA PROJECT
Lisa Pedersen, Executive Director

Contractor's Signature

Date: _____

EXHIBIT A

**ART OF YOGA PROJECT
SERVICES
JULY 1, 2011 – JUNE 30, 2014**

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

The Art of Yoga Project shall provide a yoga, meditation, reflective writing, and creative arts program (total of 321 hours of service/year) to youth in the GIRLS program, Youth Services Center and at StarVista. Delivery of the program includes the cost of staff, materials, and research.

GIRLS Program—Phase I (Camp Kemp) and Youth Services Center (Pine 4)-

1. Meditation, Mindfulness, Yoga and Reflective Writing Curriculum
Annually, Contractor shall provide forty-eight to fifty weeks of Meditation, Mindfulness, Yoga and Reflective Writing classes to all girls in Pine 4 and the GIRLS program at the Youth Services Center (total of 248 sessions/hours of service). In all classes, Contractor shall follow the Art of Yoga Project Curriculum, which includes exercise, character development, artistic expression, and health education to educate and empower young women.
2. Yoga and Creative Arts Curriculum (YCAC)
Contractor shall provide weekly one-hour yoga and creative arts sessions per week to all youth at Camp Kemp (total of 25 classes/hours of service/year). YCAC is taught in 25 highly focused sessions, comprised of a strengthening yoga practice, art experience, and discussion which are divided into Fall, Winter, Spring, and Summer semesters and integrated into the academic school year

GIRLS Program—Phase II/StarVista Offices

1. Contractor shall provide 48 sessions (total of 48 hours of service) per year of Meditation, Mindfulness, Yoga and Reflective Writing classes with After Care to all youth attending GIRLS Phase II groups at the offices of Start Vista.

EXHIBIT B

**PAYMENTS AND RATES
GIRLS Program at Youth Services Center and StarVista Offices**

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

- A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **FIFTY-FIVE THOUSAND DOLLARS (\$55,000)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
AYP Meditation, Mindfulness, Yoga and Reflective Writing - Weekdays Phase I at YSC (Camp Kemp)	150	\$166.50	\$24,975.00
AYP Meditation, Mindfulness, Yoga and Reflective Writing - weekend at YSC (Pine 4)	50	\$83.25	\$4,162.50
AYP Meditation, Mindfulness, Yoga and Reflective Writing Weekday - at YSC (Pine 4)	48	\$166.50	\$7,992.00
AYP Creative Arts Curriculum Class - Weekday Phase I at YSC (Camp Kemp)	25	\$421.80	\$10,545.00
AYP Meditation, Mindfulness, Yoga and Reflective Writing with After Care Curriculum at StarVista	48	\$105.45	\$5,061.60
Other Direct Costs—art supplies, journals, materials			\$2,263.90
TOTAL	321	--	\$55,000

- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000)**.
- E. Payment shall be made upon receipt of Contractor’s quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30)

working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.

F. Contractor shall email invoices and activity reports to Anessa Farber, Management Analyst at afarber@co.sanmateo.ca.us. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.

G. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes

H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

**ART OF YOGA PROJECT
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2014**

Contractor shall provide a quarterly invoice that includes actual services delivered and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:

- Participants will self-report using tools for emotional regulation outside of class
- Participants will self-report an improvement in interpersonal skills and pro-social behavior
- Participants will self-report having more self-awareness and self-respect

Performance Measure	Youth Participating in Phase I of Program	Youth Participating in Phase II of Program
Percent of girls engaged in Yoga and Creative Arts Curriculum classes in facilities	100%	N/A
Percent of girls reporting using tools for emotional regulation outside of class	80%	80%
Percent of girls reporting an improvement in interpersonal skills and pro-social behavior	80%	80%
Percent of girls reporting having more self-awareness and self-respect	80%	80%

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

INVOICE # _____ (Contractor assigned)

FOR THE PERIOD OF [Start date of quarter] TO [End date of quarter]

DELIVERABLES			
Service	Hours	Rate/Hour	Total Amount
AYP Meditation, Mindfulness, Yoga and Reflective Writing-Weekdays Phase I at YSC (Camp Kemp)		\$166.50	
AYP Meditation, Mindfulness, Yoga and Reflective Writing-Weekend at YSC (Pine 4)		\$83.25	
AYP Creative Arts Curriculum Class - Weekday Phase I at YSC (Camp Kemp)		\$421.80	
AYP Meditation, Mindfulness, Yoga and Reflective Writing Weekdays- at YSC (Pine 4)		\$166.50	
AYP Meditation, Mindfulness, Yoga and Reflective Writing with After Care Curriculum at StarVista		\$105.45	
Other Direct Costs—art supplies, journals, materials			
TOTAL		--	

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

Email invoice and supporting documents to Anessa Farber at afarber@co.sanmateo.ca.us prior to due date in the contract.

Mail signed original invoice to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402

Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

FOR THE PERIOD OF [Start date of fiscal year] TO [End date of fiscal year]

Performance Measure	TARGET Youth Participating in Phase I of Program	TARGET Youth Participating in Phase II of Program
Percent of girls engaged in Yoga and Creative Arts Curriculum classes in facilities	100%	N/A
Percent of girls reporting using tools for emotional regulation outside of class	80%	80%
Percent of girls reporting an improvement in interpersonal skills and pro-social behavior	80%	80%
Percent of girls reporting having more self-awareness and self-respect	80%	80%
Performance Measure	ACTUAL Youth Participating in Phase I of Program	ACTUAL Youth Participating in Phase II of Program
Percent of girls engaged in Yoga and Creative Arts Curriculum classes in facilities		N/A
Percent of girls reporting using tools for emotional regulation outside of class		
Percent of girls reporting an improvement in interpersonal skills and pro-social behavior		
Percent of girls reporting having more self-awareness and self-respect		
Significant Issues During the Fiscal Year (successes, challenges, etc.)		
Goals for the Next Fiscal Year		

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

Email report to Anessa Farber at afarber@co.sanmateo.ca.us prior to due date in the contract.

Mail report with signed invoice to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402

Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us

ART OF YOGA PROJECT

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.

Lisa Pedersen
Name of 504 Person - Type or Print

The Art of Yoga Project
Name of Contractor(s) - Type or Print

555 Bryant Street, #232
Street Address or P.O. Box

Palo Alto, CA 94301
City, State, Zip Code

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

Signature

Title of Authorized Official

Date

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

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

I. CONTRACTOR INFORMATION

Contractor Name:	The Art of Yoga Project	Phone:	650-924-9222
Contact Person:	Lisa Pedersen, Executive Director	Fax:	lisa@theartofyogaproject.org
Address:	555 Bryant Street, #232 Palo Alto, CA 94301		

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

Lisa Pedersen
Name

Executive Director
Title

Date

FINGERPRINTING CERTIFICATION FORM

Agreement with
THE ART OF YOGA PROJECT

FOR GIRLS PROGRAM, AND YOUTH SERVICES CENTER

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

Lisa Pedersen
Name

Executive Director
Title

Signature

Date

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 requirements 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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MR

DATE (MM/DD/YYYY)

10/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Integra Insurance Services, Inc 14107 Winchester Blvd Suite V Los Gatos, CA 95032	408-354-3030	CONTACT NAME:	
	408-354-3454	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	ARTOF-1
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED The Art of Yoga Project 821 Waverley Street Palo Alto, CA 94301	INSURER A : Nonprofits Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

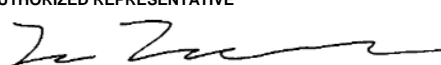
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		2011-21080-NPO	09/07/11	09/07/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2011-21080-NPO	09/07/11	09/07/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input checked="" type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

CERTIFICATE HOLDER**CANCELLATION**

San Mateo County Probation Attn: Stuart J. Forrest Chief Probation Officer 222 Paul Scannell Drive San Mateo, CA 94402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **The Art of Yoga Project**

ARTOF-1
OP ID: MR

PAGE **2**
DATE **10/10/11**

its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

POLICY NUMBER: 2011-21080-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County and its officers, agents, employees and servants shall be named as additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2011

GROUP:
POLICY NUMBER: 1909370-2011
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 09-01-2012
09-01-2011/09-01-2012

SAN MATEO COUNTY
262 HARBOR BLVD BLDG A
BELMONT CA 94002-4017

NG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas Elone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

THE ART OF YOGA PROJECT (NON-PROFIT PUBLIC
BENEFIT CORP)
555 BRYANT ST # 232
PALO ALTO CA 94301

[PIX,NG]

PRINTED : 10-10-2011

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MBA PROJECT**

THIS AGREEMENT, entered into this 1st day of July 1, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MBA Project, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing mindfulness-based rehabilitation service at Camp Glenwood and the Youth Services Center.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C—Program monitoring
- Exhibit D—§504 Compliance
- Exhibit E—Contractor’s Declaration Form
- Exhibit F—Fingerprinting Certification Form
- Exhibit G—Child Abuse Prevention, Reporting Requirements

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED AND NINETEEN DOLLARS (\$149,919)**.

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 Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Fingerprinting

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

12. Non-Discrimination and Other Requirements

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

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

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

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

13. Compliance with Contractor Employee Jury Service Ordinance

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

14. Retention of Records, Right to Monitor and Audit

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

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

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

15. Merger Clause

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

16. Controlling Law and Venue

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

17. Notices

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

In the case of County, to:

San Mateo County Probation
Attention: Stuart J. Forrest, Chief Probation Officer
222 Paul Scannell Drive
San Mateo, CA 94402
Phone: 650-312-8803

In the case of Contractor, to:

MBA Project
Attention: Chris McKenna/Executive Director
111 Fairmount Ave, Suite 508
Oakland, CA 94611
Phone: (415) 824-2048

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

MBA PROJECT
Chris McKenna

Contractor's Signature

Date: _____

EXHIBIT A

**MBA PROJECT
SERVICES
JULY 1, 2011 – JUNE 30, 2014**

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

MBA Project shall provide mindfulness-based rehabilitation service at Camp Glenwood and the Youth Services Center. Delivery of the program includes the cost of staff, materials, and research.

- Once a week, 90 minute classes at Camp Glenwood. One module of the MBA curriculum is taught each week. Each curriculum cycle has an intro class (“Normative Culture”) where the ground rules of the class are established with the youth. Additionally, Camp Glenwood youth also have the opportunity to participate in one daylong retreat each class cycle at Redwood Glen Camp and Conference Center. The purpose of the daylong sessions is to develop and enhance the stress and impulsivity-reduction skills taught during regular class hours. Total length of each curriculum cycle: 12 weeks.
- Once a week, 90 minute classes in Elm 7 and Forest 1; once a week, 60 minute classes in Elm 6. MBA will offer a condensed version of the topics covered in our ten session curriculum with an emphasis on mindfulness, stress and anxiety reduction, and emotion regulation.

EXHIBIT B

PAYMENTS AND RATES

Mindfulness-Based Rehabilitation Program at Camp Glenwood and the Youth Services Center

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

- A. Contractor shall be paid for actual services provided up to a maximum amount of **one hundred forty-nine thousand nine hundred nineteen dollars (\$149,919)**. for the term of the contract.
- B. The maximum amount of the annual payment shall be **forty-nine thousand nine hundred seventy three dollars (\$49,973)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Mindfulness Class - Camp Glenwood - 2 Staff Total - Cost for Senior Instructor	72	96.05	\$6,915.60
Mindfulness Class - Camp Glenwood - 2 Staff Total - Cost for Instructor	72	84.75	\$6,102.00
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Training Director	34	96.05	\$3,265.70
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Senior Instructor	34	96.05	\$3,265.70
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Instructor	34	84.75	\$2,881.50
Mindfulness Class - YSC Elm 6 – 2 Staff Total - Cost for 2 Instructors	96	84.75	\$8136.00
Mindfulness Class - YSC Elm 7 – 2 Staff Total – Cost for 2 Instructors	144	84.75	\$12,204.00
Mindfulness Class - YSC Forest 1 – 1 Staff Total – Cost for Instructor	72	84.75	\$6,102.00

Space Rental @ Redwood Glen for Camp Glenwood Mindfulness Daylong Intensive - \$275/day			\$1,100.00
TOTAL	558	--	\$49,973

- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **one hundred forty-nine thousand nine hundred nineteen dollars (\$149,919)**.
- E. Payment shall be made upon receipt of Contractor’s quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- F. Contractor shall email invoices and activity reports to Anessa Farber, Management Analyst at afarber@co.sanmateo.ca.us. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. In addition, contractor shall email invoices and activity reports to Christine Villanis, Director, Communications and Outreach at cvillanis@co.sanmateo.ca.us.
- G. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered

July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes

- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

**MBA Project
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2014**

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor’s letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor’s letterhead.

Contractor shall demonstrate the following outcomes:

- ***Camp Glenwood:*** In gathering evaluation data, MBA performs a number of pre- and post-intervention tests, using a wide variety of standard psychological instruments. Data collected from the sample group is analyzed to determine an overall average score indicating changes in self-regulation and perceived stress in youth. **Specific expected QUANTITATIVE outcomes are a 15% overall increase in self-regulation and a 10% overall decrease in stress in the sample group.**
- ***Youth Services Center:*** MBA will code and analyze qualitative data on a regular basis from in-depth interviews conducted with youth participants and staff. Where possible, we will also integrate external behavioral measures (e.g., incident reports from detention units) into our research and evaluation efforts. **Specific QUALITATIVE outcomes are an increase in self-regulation in 15% of youth and a decrease in perceived stress in 25% of youth.**

Performance Measure	Youth Participating in Program in FY 11-12	Youth Participating in Program in FY 12-13	Youth Participating in Program in FY 13-14
Overall percentage increase in self-regulation of youth receiving mindfulness-based rehabilitation services at Camp Glenwood	15%	15%	15%
Overall percentage decrease in perceived stress of youth receiving mindfulness-based rehabilitation services at Camp Glenwood	10%	10%	10%
Percent of youth with increased self-regulation related to mindfulness-based rehabilitation services at the Youth Services Center.	15%	15%	15%
Percent of youth with decreased stress related to mindfulness-based	25%	25%	25%

rehabilitation services at the Youth Services Center.Services Center.			

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

INVOICE # _____ (Contractor assigned)

FOR THE PERIOD OF [Start date of quarter] TO [End date of quarter]

DELIVERABLES			
Service	Hours	Rate/Hour	Total Amount
Mindfulness Class - Camp Glenwood - 2 Staff Total - Cost for Senior Instructor		96.05	
Mindfulness Class - Camp Glenwood - 2 Staff Total - Cost for Instructor		84.75	
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Training Director		96.05	
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Senior Instructor		96.05	
Mindfulness Daylong Intensive - Camp Glenwood - 3 Staff Total - Cost for Instructor		84.75	
Mindfulness Class - YSC Elm 6 – 2 Staff Total - Cost for 2 Instructors		84.75	
Mindfulness Class - YSC Elm 7 – 2 Staff Total – Cost for 2 Instructors		84.75	
Mindfulness Class - YSC Forest 1 – 1 Staff Total – Cost for Instructor		84.75	
Space Rental @ Redwood Glen for Camp Glenwood Mindfulness Daylong Intensive - \$275/day			
TOTAL		--	

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

Email invoice and supporting documents to Anessa Farber at afarber@co.sanmateo.ca.us and to Christine Villanis at cvillanis@co.sanmateo.ca.us prior to due date in the contract.
Mail signed original invoice to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402
Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us or to Christine Villanis at 650-363-4695, cvillanis@co.sanmateo.ca.us

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

FOR THE PERIOD OF [Start date of fiscal year] TO [End date of fiscal year]

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Percent of youth with outcome related to mindfulness-based rehabilitation services at Camp Glenwood	%	%	%
Percent of youth with outcome related to mindfulness-based rehabilitation services at the Youth Services Center	%	%	%
Performance Measure	ACTUAL Youth in Program in FY 11-12	ACTUAL Youth in Program in FY 12-13	ACTUAL Youth in Program in FY 13-14
Percent of youth with outcome related to mindfulness-based rehabilitation services at Camp Glenwood	%	%	%
Percent of youth with outcome related to mindfulness-based rehabilitation services at the Youth Services Center	%	%	%
Significant Issues During the Fiscal Year (successes, challenges, etc.)			
Goals for the Next Fiscal Year			

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

Email invoice and supporting documents to Anessa Farber at afarber@co.sanmateo.ca.us and to Christine Villanis at cvillanis@co.sanmateo.ca.us prior to due date in the contract.

*Mail report with signed invoice to Anessa Farber, Management Analyst, San Mateo County
Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402
Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us*

MBA Project

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)

X 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

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with

(the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

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

I. CONTRACTOR INFORMATION

Contractor Name:	MBA Project	Phone:	(415) 824-2048
Contact Person:	Chris McKenna	Fax/Email:	(415) 824-2048 director@mbaproject.org
Address:	111 Fairmount Ave, Suite 508 Oakland, CA 94611		

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

FINGERPRINTING CERTIFICATION FORM

Agreement with
MBA Project

FOR MINDFULNESS-BASED REHABILITATION SERVICES

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

Name

Title

Signature

Date

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 requirements 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com PRODUCER CUSTOMER ID #: 00001865	FAX (A/C, No): (415) 978-3825
INSURED The MBA Project, Inc., DBA: Mind Body 111 Fairmont Avenue Oakland CA 94611	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance INSURER B: Twin City Fire Insurance Co. 29459 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1151105444 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual misconduct <input checked="" type="checkbox"/> Liability - \$ 250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		2011-20589-NPO	5/11/2011	5/11/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2011-20589-NPO	5/11/2011	5/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	57WECJW1468	2/13/2011	2/13/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Liability		2011-20589-NPO	5/11/2011	5/11/2012	Each occurrence \$ 1,000,000 Policy aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER

The San Mateo County Human Services Agency
Attn: Renee Smylie
400 Harbor Blvd. #B
Belmont, CA 94002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

THIS AGREEMENT, entered into this 1st day of July , 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Fresh Lifelines for Youth, Inc (FLY) hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing:

1) Law Program: (up to 96 youth in community setting; 130+ youth in facility settings—(15 youth at Camp Glenwood, up to 15 youth at Camp Kemp, and yearlong weekly services to general population unit at Youth Services Center, est 100+ (currently Pine 5)

2) Leadership Training Program—intense mentoring/case management: (27 youth—at least 6 youth will be Aftercare/Furlough Probation youth)

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Program monitoring

Exhibit D—§504 Compliance

Exhibit E—Contractor’s Declaration Form

Exhibit F—Fingerprinting Certification Form

Exhibit G—Child Abuse Prevention, Reporting Requirements

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$336,000)**.

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, 2014**.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Fingerprinting

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

12. Non-Discrimination and Other Requirements

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

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

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

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

13. Compliance with Contractor Employee Jury Service Ordinance

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

14. Retention of Records, Right to Monitor and Audit

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

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

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

15. Merger Clause

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

16. Controlling Law and Venue

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

17. Notices

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

In the case of County, to:

San Mateo County Probation
Attention: Stuart J. Forrest, Chief Probation Officer
222 Paul Scannell Drive
San Mateo, CA 94402
Phone: 650-312-8803

In the case of Contractor, to:

FLY
Attention: Aila Malik/Associate Director
568 Valley Way
Milpitas, CA 95035
Phone: 408-504-6066

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

FLY
Christa Gannon, Executive Director

Contractor's Signature

Date: _____

EXHIBIT A

**FLY
SERVICES
JULY 1, 2011 – JUNE 30, 2014**

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

Program Activities

Contractor shall provide a Law Program. During the program, youth are provided with practical information about laws relevant to their lives; an opportunity to bond with caring adults; and a safe, fun, and interactive environment that cultivates assets essential for self-sufficiency and healthy functioning. Classes are designed to accommodate low-literacy and learning-disabled youth. With funds provided by this Agreement, Contractor shall serve 96 youth in community setting; 130+ youth in facility settings—(15 youth at Camp Glenwood, up to 15 youth at Camp Kemp, and yearlong weekly services to general population unit at Youth Services Center, est 100+ (currently Pine 5).

Contractor shall also provide a Leadership Training Program in the community for youth who have graduated from the Law Program. Youth in the program shall receive a comprehensive intake and assessment and shall design an individualized action plan with goals in the areas of education, vocational skills, family, and health. The case manager shall also assist in applications for aid and make referrals to community-based services. Youth shall also attend workshops on topics such as speaking in public, writing resumes, searching and interviewing for a job, and managing finances. With funds provided by this Agreement, Contractor shall serve 27 youth—at least 6 youth will be Aftercare/Furlough Probation youth.

1	Law Program--Community Classes	Session = 1 Class	2 hours per site for 3 sites for 28 weeks
2	Law Program--Facility Classes (YSC)	Session = 1 Class	1 hour per site for 1 YSC Unit for 40 weeks
3	Law Program--Facility Classes (Camps)	Session = 1 Class	2 hours per site for 1 site for 28 weeks (2 camp sessions)
4	Leadership Program 1-1 Case Management	Session = 1 Year of Service	2 hours per week for 52 weeks
5	Leadership Program Activities (Team-Building and Service Learning)	Session = 1 Activity	4 hours per activity for 12 activities

EXHIBIT B

**PAYMENTS AND RATES
Fresh Lifelines for Youth**

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

- A. Contractor shall be paid for actual services provided up to a maximum amount of **THREE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$336,000)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED AND TWELVE THOUSAND DOLLARS (\$112,000)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour/Staff	Total Amount/Year
Law Program--Community Classes	168	66.00 (2.41 staff)	\$26,736
Law Program--Facility Classes (YSC)	40	66.00 (2.41 staff)	\$6,366
Law Program--Facility Classes (Camps)	56	66.00 (2.41 staff)	\$8,912
Leadership Program 1-1 Case Management	104	74.00 (2.905)	\$22,357
Leadership Program Activities (Team-Building and Service Learning)	48	74.00 (2.905)	\$10,319
Law Program (Food, Materials, and Transportation)		--	\$6,500
Leadership Program (Team-Building and Service Learning): Food, Client Costs, Activity Costs, and Transportation		--	\$17,925
Indirect (@ 13% of Salary & Benefits)			\$12,884.95
TOTAL	416	--	\$112,000

- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **THREE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$336,000)**.
- E. Payment shall be made upon receipt of Contractor’s quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of

services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.

- F. Contractor shall email invoices and activity reports to Anessa Farber, Management Analyst at afarber@co.sanmateo.ca.us. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. In addition, contractor shall email invoices and activity reports to Christine Villanis, Director, Communications and Outreach at cvillanis@co.sanmateo.ca.us.
- G. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes

- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on

County funds.

**FLY
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2014**

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor’s letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor’s letterhead.

Contractor shall demonstrate the following outcomes:

The long term outcomes include: 1) Increasing the number of at-risk youth who have the skills and confidence to resist negative peer pressure and make healthy choices; 2) increasing school and community safety by decreasing juvenile crime and incarceration; and 3) increasing school engagement and performance.

Performance Measure	Youth Participating in Program in FY 11-12	Youth Participating in Program in FY 12-13	Youth Participating in Program in FY 13-14
Youth will report they now have access to a positive adult role model (Law Program)	80%	80%	80%
Youth will be less likely to commit crimes and more likely to make healthy choices (Law Program)	75%	75%	75%
Youth will gain the skills to resist negative peer pressure (Law Program)	80%	80%	80%
Youth will report school improvement in attendance or performance (Law Program)	70%	70%	70%
Recidivism: Youth will not obtain a new charge during program year (Leadership Program)	70%	70%	70%
Educational Improvement: (Target: 80% improvement in school attendance and engagement; 70% GED or Diploma attainment for eligible seniors) (Leadership Program)	70%	70%	70%
Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth) (Leadership Program)	40% lift	40% lift	40% lift
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)-including gang issues. (Leadership Program)	50% lift	50% lift	50% lift

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

INVOICE # _____ (Contractor assigned)

FOR THE PERIOD OF [Start date of quarter] TO [End date of quarter]

DELIVERABLES			
Service	Hours	Rate/Hour/Staff	Total Amount
Law Program--Community Classes	168	66.00 (2.41 staff)	\$26,736
Law Program--Facility Classes (YSC)	40	66.00 (2.41 staff)	\$6,366
Law Program--Facility Classes (Camps)	56	66.00 (2.41 staff)	\$8,912
Leadership Program 1-1 Case Management	104	74.00 (2.905)	\$22,357
Leadership Program Activities (Team-Building and Service Learning)	48	74.00 (2.905)	\$10,319
Law Program (Food, Materials, and Transportation)		--	\$6,500
Leadership Program (Team-Building and Service Learning): Food, Client Costs, Activity Costs, and Transportation		--	\$17,925
Indirect (@ 13% of S&B*)			\$12,884.95
TOTAL	416	--	\$112,000

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

Email invoice and supporting documents to Anessa Farber at afarber@co.sanmateo.ca.us and to Christine Villanis at cvillanis@co.sanmateo.ca.us prior to due date in the contract.

Mail signed original invoice to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402

Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us or to Christine Villanis at 650-363-4695, cvillanis@co.sanmateo.ca.us

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ **(County assigned)**

REPORT # _____ **(Contractor assigned)**

FOR THE PERIOD OF [Start date of fiscal year] TO [End date of fiscal year]

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Youth will report they now have access to a positive adult role model (Law Program)	80%	80%	80%
Youth will be less likely to commit crimes and more likely to make healthy choices (Law Program)	75%	75%	75%
Youth will gain the skills to resist negative peer pressure (Law Program)	80%	80%	80%
Youth will report school improvement in attendance or performance (Law Program)	70%	70%	70%
Recidivism: Youth will not obtain a new charge during program year (Leadership Program)	70%	70%	70%
Educational Improvement: (Target: 80% improvement in school attendance and engagement; 70% GED or Diploma attainment for eligible seniors) (Leadership Program)	70%	70%	70%
Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth) (Leadership Program)	40% lift	40% lift	40% lift
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)-including gang issues. (Leadership Program)	50% lift	50% lift	50% lift
Performance Measure	ACTUAL Youth in Program in FY 11-12	ACTUAL Youth in Program in FY 12-13	ACTUAL Youth in Program in FY 13-14
Youth will report they now have access to a positive adult role model (Law Program)	%	%	%
Youth will be less likely to commit crimes and more likely to make healthy choices (Law Program)	%	%	%
Youth will gain the skills to resist negative peer pressure (Law Program)	%	%	%
Youth will report school improvement in attendance or performance (Law Program)	%	%	%
Recidivism: Youth will not obtain a new charge during program year (Leadership Program)	%	%	%

Educational Improvement: (Target: 80% improvement in school attendance and engagement; 70% GED or Diploma attainment for eligible seniors) (Leadership Program)	%	%	%
Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth) (Leadership Program)	%	%	%
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)-including gang issues. (Leadership Program)	%	%	%

Significant Issues During the Fiscal Year (successes, challenges, etc.)

Goals for the Next Fiscal Year

Name of person completing report: _____ Title: _____
 Phone: _____-_____-_____ Email: _____
 Signature: _____ Date: _____

Email invoice and supporting documents to Anessa Farber at afarber@co.sanmateo.ca.us and to Christine Villanis at cvillanis@co.sanmateo.ca.us prior to due date in the contract.

Mail report with signed invoice to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402

Questions should be directed to Anessa Farber at 650-655-6230, afarber@co.sanmateo.ca.us

FLY

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

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

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

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

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation

(45

C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Aila Malik (Associate Director)/ FLY

Name of 504 Person - Type or Print

Fresh Lifelines for Youth, Inc (FLY)

Name of Contractor(s) - Type or Print

568 Valley Way

Street Address or P.O. Box

Milpitas, CA 95035

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

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

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

I. CONTRACTOR INFORMATION

Contractor Name:	FLY	Phone:	408-504-6066
Contact Person:	Aila Malik (Associate Director) Tara Schmidt (Acting SMC County Director)	Fax/Email:	408-263-2631 aila@flyprogram.org tara@flyprogram.org
Address:	568 Valley Way Milpitas, CA 95035		

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 F

FINGERPRINTING CERTIFICATION FORM

Agreement with

FLY

FOR LEADERSHIP 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 contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date

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 requirements 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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: EY

DATE (MM/DD/YYYY)

08/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Ed Stark - Continued Comp	408-510-5440	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FRESH-3	FAX (A/C, No):
	408-510-5490		
INSURED Fresh Lifelines For Youth 120 West Mission Street San Jose, CA 95110	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits Ins. Alliance of CA		
	INSURER B : Everest National Insurance Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	201108773NPO	08/21/11	08/21/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		201108773NPO	08/21/11	08/21/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		201108773UMBPO	08/21/11	08/21/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	66000000718091	08/01/11	08/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Law Program
 Certificate Holder is additional insured with respect to liability arising out of Named Insured's operations and per attached CG2026 endorsement.

CERTIFICATE HOLDER	CANCELLATION
SMCOUNT San Mateo County Probation Department Attn: Yvonne Brown 21 Tower Road San Mateo, CA 94402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

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

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

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