



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 StarVista and Fresh Lifelines For Youth

RECOMMENDATION:

Adopt a Resolution:

- 1) Authorizing the President of the Board of Supervisors to execute Agreements with StarVista 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 \$331,200 for StarVista and \$168,000 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 2000, the State allocated \$2.6 million to San Mateo County for the implementation of a Comprehensive Multi-agency Juvenile Justice Plan (CMJJP) to address gaps in the County's umbrella of services to at-risk youth. The Plan was developed by the County's Juvenile Justice Crime Prevention Act (JJCPA) Council, of which the Chief Probation Officer served as Chair. The Board of Supervisors approved the application by Resolution #064445.

In 2009, because funds for JJCPA were shifted from the State General Fund to State Vehicle Licensing Fees, the Board approved a Resolution #070325 to combine the Temporary Assistance to Needy Families Planning Council and the JJCPA Council into one larger oversight body, the Juvenile Justice Coordinating Council (JJCC).

In January of 2011 a new Local Action Plan (LAP) was developed. The LAP planning

process resulted in the identification of a core set of strategies to address needs of youth and their families and set clear outcomes for funded programs/strategies and plan for their assessment. A Request for Proposals (RFP) was issued to establish contracts to provide these services.

In April of 2011 StarVista and Fresh Lifelines for Youth were two (2) of the three (3) programs selected through the RFP process to provide services to youth in San Mateo County between July 1, 2011 and June 30, 2014 with funding through the Juvenile Justice Crime Prevention Act (JJCPA).

DISCUSSION:

Through this agreement, StarVista will provide cognitive behavioral treatment to youth in Redwood City in the form of the Insights Adolescent Program based on the “Seeking Safety” model of cognitive behavioral treatment.

Through this agreement, Fresh Lifelines for Youth will provide a Leadership Training Program in the community where youth in San Mateo County will be provided with intensive case management to assist them with setting and achieving goals in regards to education, vocation 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
Participants will show improvement in decision making skills (StarVista)	n/a	60%
Youth will be less likely to commit crimes (FLY)	n/a	75%

FISCAL IMPACT:

The Probation Department has secured \$331,200 for StarVista and \$168,000 for Fresh Lifelines for Youth from the California State JJCPA 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

* * * * *

ADOPT A RESOLUTION 1) AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AGREEMENTS WITH STARVISTA 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 \$331,200 FOR STARVISTA AND \$168,000 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 StarVista wish to enter into an Agreement whereby StarVista will provide the Insights Adolescent Program based on the "Seeking Safety" model of cognitive behavioral treatment to address high risk behaviors, substance abuse/dependence, emotional regulation, problem solving, moral reasoning skills and underlying trauma and mental health issues to youth in Redwood City for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$331,200 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 Leadership Training Program in the community for youth who have graduated from the Law Program 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 \$168,000 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
STARVISTA (formerly Youth and Family Enrichment Services)**

THIS AGREEMENT, entered into this 1st day of July , 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and StarVista, 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 services through **StarVista's Insights Adolescent Treatment Program** to include specific programming based on the "Seeking Safety" model of cognitive behavioral treatment to address high risk behaviors, substance abuse/dependence, emotional regulation, problem solving, moral reasoning skills and underlying trauma and mental health issues. The key principles of Seeking Safety are **Safety** as the overarching goal, helping clients attain safety in their relationships, their thinking, their behavior and their emotional stability; **Integrated Treatment**, working on mental health stressors as PTSD and substance abuse concurrently; **Focus** on the formation of ideals, values and development of moral reasoning; **Development** of transferable skills including cognitive, behavioral, and interpersonal skills

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-ONE THOUSAND TWO HUNDRED DOLLARS \$331,200.**

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:

StarVista
Attention: Michael Garb, Chief Executive Officer
610 Elm Street, Suite 212, San Carlos, CA 94070
Phone: 650-591-9623

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

CONTRACTOR: STARVISTA
Michael Garb, Chief Executive Officer



Contractor's Signature

Date: 9/28/11

EXHIBIT A

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

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

StarVista shall provide services available to adolescents throughout San Mateo County at the StarVista Insights Adolescent Treatment Program located at 609 Price Street, suite 101, Redwood City, California. Services may be provided at other sites in San Mateo County if sites are available. Delivery of the program includes the cost of staff, materials, and research.

1. StarVista’s Insights Adolescent Treatment Program will provide services for

100 adolescents per year, approximately 40 girls and 60 boys, with each client receiving 12 - 20 weeks of services including

- An assessment
- 8 MultiFamily Sessions
- 16 Gender specific weekly groups
- 2 Individual or Family Sessions

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 **THREE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS \$331,200** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED TEN THOUSAND FOUR HUNDRED DOLLARS \$110,400**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Assessment @ 609 Price Street, Redwood City, CA	192 hours	\$75.71	\$14,536.32
Multi-Family Groups @ 609 Price Street, Redwood City, CA	96 hours	\$75.71 x 2 = \$151.42	\$14,536.32
Gender Specific, Outpatient CBT Groups @ 609 Price Street, Redwood City, CA	192 hours	\$75.71 x 2 = \$151.42	\$29,072.64
Individual or Family Sessions @ 609 Price Street, Redwood City, CA	144 hours	\$75.71	\$10,902.24
Data Collection	104 hours	\$50.85	\$ 5,288.40
Intern rate for Services	864 hours	\$22.60	\$19,526.40
Supervision	192 hours	\$75.71	\$14,536.32
Other Direct Costs—Supplies @ \$600; Food @ \$600; Materials @ \$600; Transportation @ \$201.36			\$2,001.36
TOTAL	1,784 hours	--	\$110,400

- 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-ONE THOUSAND TWO HUNDRED DOLLARS (\$331,200)**.

- 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 15, 2012	Services delivered/outcomes (annual)
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 15, 2013	Services delivered/outcomes (annual)
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 15, 2014	Services delivered/outcomes

		(annual)
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- 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.

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

Contractor agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County’s Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Additionally, as part of Juvenile Justice Crime Prevention Act (JJCPA) funding, contractor agrees to have all youth participating in program subject to reporting on 6 state-mandated outcomes that include:

- If minor was **arrested** during the 180 days since program entry
- If minor was **detained in juvenile hall** during the 180 days since program entry
- If minor **completed probation**, if applicable, during the 180 days since program entry
- If minor **had a probation violation**, if applicable, during the 180 days since program entry
- If minor **completed court-ordered restitution**, if applicable, during the 180 days since entry
- If minor **completed court-ordered community service**, if applicable, during the 180 days since entry

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:

- Percentage of participants will make progress towards identified goal;
- Percentage of participants will show improvement in decision-making and relationship skills;

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
Percentage of participants will make progress towards identified goal	60%	60%	60%
Percentage of participants will show improvement in decision-making and relationship skills	60%	60%	60%

[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

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
Percentage of participants will make progress towards identified goal	%	%	%
Percentage of participants will show improvement in decision-making and relationship skills	%	%	%
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
Percentage of participants will make progress towards identified goal	%	%	%
Percentage of participants will show improvement in decision-making and relationship skills	%	%	%
Significant Issues During the Fiscal Year (successes, challenges, etc.)			
Goals for the Next Fiscal Year			

Name of person completing report: Clarise Blanchard Title: Department Director

Phone: 650-465-6938 Email: cblanchard@star-vista.org

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

STARVISTA

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.

Michael Garb,
Name of 504 Person - Type or Print
StarVista

Name of Contractor(s) - Type or Print
610 Elm Street, Suite 212

Street Address or P.O. Box
San Carlos, CA 94070

City, State, Zip Code

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



Signature
Chief Executive Officer
Title of Authorized Official
September 28, 2011
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:	StarVista	Phone:	650-591-9623
Contact Person:	Michael Garb	Fax/Email:	michael.garb@star-vista.org
Address:	610 Elm Street, Suite 212	San Carlos, CA 94070	

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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


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

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

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.

- Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.*

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


Signature

Michael Garb
Name

September 28, 2011
Date

Chief Executive Officer
Title

FINGERPRINTING CERTIFICATION FORM

Agreement with
STARVISTA

FOR SEEKING SAFETY

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.

Michael Garb
Name

Chief Executive Officer
Title



Signature

September 28, 2011
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: A1

DATE (MM/DD/YYYY)

06/30/11

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 (PA) Heffernan Insurance Brkrs 1808A Embarcadero Road Palo Alto, CA 94303 Chuck Ott		650-842-5200 650-842-5201	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: YOUTH-5	FAX (A/C, No):
INSURED StarVista 610 Elm Street, #212 San Carlos, CA 94070		INSURER(S) AFFORDING COVERAGE INSURER A : NON PROFITS INSURANCE ALLIANCE INSURER B : CARE WEST INSURANCE COMPANY INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

COVERAGES

CERTIFICATE NUMBER:

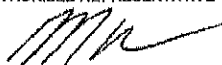
REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	201114280NPO	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					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 Emp Ben. \$ 1,000,000	
A	AUTOMOBILE LIABILITY		201114280NPO	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<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					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	UMBRELLA LIAB	X	201114280UMB	07/01/11	07/01/12	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 5,000,000 \$ \$	
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"/>	W-11007001212	07/01/11	07/01/12	WC STATUTORY LIMITS OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Office		200914280D1	07/01/11	07/01/12	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of San Mateo Probation - TANF is named as Additional Insured with respect to services provided by the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

SANMA12 County of San Mateo Probation - TANF 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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**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 Leadership Training Program—intense mentoring/case management: (30 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 one hundred sixty-eight thousand dollars (\$168,000).

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 Leadership Training Program in the community for probation youth. 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 provide intense mentoring/case management: (30 youth—at least 6 youth will be Aftercare/Furlough Probation youth).

Delivery of the program includes the cost of staff, materials, and research. Services are to be provided throughout the entire county.

1	Leadership Program Intake/Assessment	Intake Session = 1 Client	2 units per week for 27 weeks
2	Leadership Program 1-1 Case Management	Session = 1 Year of Service	2 units per week for 52 weeks
3	Leadership Program Activities (Team-Building and Service Learning)	Session = 1 Activity	4 units per week for 12 weeks
4	Data Collection/Reporting	Program Period	4 units per 3 weeks for 8 weeks

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 one hundred sixty-eight thousand dollars (\$168,000) for the term of the contract.
- B. The maximum amount of the annual payment shall be fifty-six thousand dollars (\$56,000).
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour/Staff	Total Amount/Year
Leadership Program Intake/Assessment	54	74.00	\$10,669
Leadership Program 1-1 Case Management	104	74.00	\$20,548
Leadership Program Activities (Team-Building and Service Learning)	48	74.00	\$9,484
Data Collection/Reporting	96	20.80	\$1,997
Leadership Program 1-1 Case Management : Food, Client Costs, and Transportation			\$2,900.00
Leadership Program Activities (Team-Building and Service Learning): Food, Client Costs, Activity Costs, and Transportation			\$4,851.00
Indirect (@ 13% of S&B*)			\$5,550.78
TOTAL	302	--	\$56,000

- 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 fifty-six thousand dollars (\$56,000).
- 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 agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County's Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Additionally, as part of Juvenile Justice Crime Prevention Act (JJCPA) funding, contractor agrees to have all youth participating in program subject to reporting on 6 state-mandated outcomes that include:

- If minor was **arrested** during the 180 days since program entry
- If minor was **detained in juvenile hall** during the 180 days since program entry
- If minor **completed probation**, if applicable, during the 180 days since program entry
- If minor **had a probation violation**, if applicable, during the 180 days since program entry
- If minor **completed court-ordered restitution**, if applicable, during the 180 days since entry
- If minor **completed court-ordered community service**, if applicable, during the 180 days since entry

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 short-term outcomes include: 1) Increasing school engagement and performance (which ties to the increased connection to school); 2) Increasing the number of at-risk youth who have the skills and confidence to resist negative peer pressure and make healthy choices by increasing their internal and external developmental assets and 3) Increasing family and community safety by decreasing juvenile crime and incarceration and building developmental assets. Intermediate and long-term outcomes include: 1) Improved educational outcomes; 2) Decreased use of substances (drugs and alcohol) and risky behavior; 3) Decreased violent behavior (including gang violence); and 4) Decreased involvement with the Juvenile Justice system through new charges and probation violations.

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	80%	80%	80%
Youth will be less likely to commit crimes and more likely to make healthy choices	75%	75%	75%
Youth will gain the skills to resist negative peer pressure	80%	80%	80%
Youth will report school improvement in attendance or performance	70%	70%	70%
Recidivism: Youth will not obtain a new charge during program year	70%	70%	70%
Educational Improvement: (Target: 80% improvement in school attendance and engagement; 70% GED or Diploma attainment for eligible seniors)	70%	70%	70%
Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth)	40% lift	40% lift	40% lift
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)-including gang issues.	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
Leadership Program Intake/Assessment	54	74.00 (2.67 staff)	\$10,669
Leadership Program 1-1 Case Management	104	74.00 (2.67 staff)	\$20,548
Leadership Program Activities (Team-Building and Service Learning)	48	74.00 (2.67 staff)	\$9,484
Data Collection/Reporting	96	20.80 (1 staff)	\$1,997
Leadership Program 1-1 Case Management : Food, Client Costs, and Transportation			\$2,900.00
Leadership Program Activities (Team-Building and Service Learning): Food, Client Costs, Activity Costs, and Transportation			\$4,851.00
Indirect (@ 13% of S&B*)			\$5,550.78
TOTAL	302	--	\$56,000

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

Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth)	%	%	%
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)-including gang issues.	%	%	%

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 408-510-5490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FRESH-3	FAX (A/C, No):
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 :		
	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 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	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	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	<input type="checkbox"/> Y / N <input checked="" 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

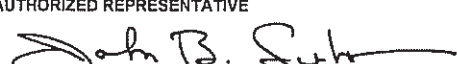
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 
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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, 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.

San Mateo County Probation Department

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.