



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 Pyramid Alternatives, Peninsula Family YMCA, El Centro de Libertad and Peninsula Conflict Resolution Center

RECOMMENDATION:

Adopt a Resolution:

- 1) Authorizing the president of the Board of Supervisors to execute agreements with Peninsula Family YMCA, Pyramid Alternatives, Peninsula Conflict Resolution Center and El Centro de Libertad to provide services to at-risk and system involved youth for the term of July 1, 2011 through June 30, 2014, in the amount of \$378,261 for Peninsula Family YMCA, \$338,037 for Pyramid Alternatives, \$173,535 for El Centro de Libertad and \$350,205 for Peninsula Conflict Resolution Center with no Net County Cost; and
- 2) Authorizing the Chief of Probation 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 July 2005, legislation directed the California Department of Corrections and Rehabilitation (CDCR) to administer the Juvenile Probation and Camps Funding (JPCF, formerly Temporary Assistance for Needy Families). CDCR entrusted the Corrections Standards Authority with the responsibility to allocate the funds. Counties use these funds for prevention and early intervention and custody programming at juvenile halls and camps.

In 2009, because funds for JPCF 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 for JPCF and the JJCPA Council into one larger oversight body, the Juvenile Justice Coordinating Council (JJCC). This change achieved three objectives:

- 1) To meet the requirements of the State code;
- 2) To allow voting members a wider perspective into the use of state resources for prevention and early intervention services for at-risk youth and the ability to coordinate efforts with a larger team to optimize the use of those funds; and
- 3) To minimize excess administrative coordinating and meeting time.

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 including; an emphasis on early intervention; addressing the needs of both youth and their families; use practices that are recognized evidence-based models; understand and address system barriers; address the needs of underserved groups or groups over-represented in the Juvenile Justice system; 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 Peninsula Family YMCA, Pyramid Alternatives, El Centro de Libertad and Peninsula Conflict Resolution Center were four (4) of the five (5) programs selected through the RFP process to provide services to youth in San Mateo County between July1, 2011 and June 30, 2014 with funding through the Juvenile Probation and Camps Funding (JPCF).

DISCUSSION:

Through this agreement, the Peninsula Family YMCA will provide School Safety Advocates who will provide a violence prevention program by intervening in fights, mediating conflicts, and preempting any potential bullying, self harm, and suicide in San Mateo, San Bruno, and South San Francisco.

Through this agreement, Pyramid Alternatives will provide the Strengthening Our Youth (SOY) Program, which will provide a school based and out-patient prevention and early intervention services for at-risk youth as well as parent engagement in South San Francisco, Daly City and Half Moon Bay.

Through this agreement, El Centro de Libertad will provide early intervention and treatment services to at-risk youth in Half Moon Bay.

Through this agreement, Peninsula Conflict Resolution Center will provide school-based violence prevention programs for youth and families of four schools in Daly City, San

Bruno, San Mateo and South San Francisco.

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
Youth will report a greater engagement/connection to school (YMCA)	n/a	8%
Students who will receive counseling and assessment (Pyramid)	n/a	85%
Youth will demonstrate Greater Connection to and Engagement in School in at least one of the following areas: positive friends at school, positive adult at school, involvement in pro-social school activities and decreased truancy (El Centro)	n/a	80%
Youth engaged in gangs or considering joining gangs participating in the student leadership training series will decrease gang-related activity or activities that violate the law (PCRC)	n/a	85%

FISCAL IMPACT:

The Probation Department has secured \$378,260 for Peninsula Family YMCA, \$100,800 for Pyramid Alternatives, \$168,000 for El Centro de Libertad, and \$350,205 for Peninsula Conflict Resolution Center for Youth from the California State JPCF 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 PENINSULA FAMILY YMCA, PYRAMID ALTERNATIVES AND EL CENTRO DE LIBERTAD 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 \$378,261 FOR PENINSULA FAMILY YMCA, \$338,037 FOR PYRAMID ALTERNATIVES, \$173,535 FOR EL CENTRO DE LIBERTAD AND \$350, 205 FOR PENINSULA CONFLICT RESOLUTION CENTER WITH NO NET COUNTY COST; AND 2) AUTHORIZING THE CHIEF OF PROBATION OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS THAT MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

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

WHEREAS, the Probation Department and the Peninsula Family YMCA wish to enter into an Agreement whereby the YMCA will provide School Safety Advocates who will provide a violence prevention program by intervening in fights, mediating conflicts, and preempting any potential bullying, self harm, and suicide in San Mateo, San Bruno, and South San Francisco for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$378,261 with no Net County Cost, and

WHEREAS, the Probation Department and Pyramid Alternatives wish to enter into an Agreement whereby Pyramid Alternatives will provide the Strengthening Our Youth (SOY) Program, which will provide a school based and out-patient prevention and early intervention services for at-risk youth as well as parent engagement in South San

Francisco, Daly City and Half Moon Bay for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$338,037 with no Net County Cost, and

WHEREAS, the Probation Department and El Centro de Libertad wish to enter into an Agreement whereby El Centro de Libertad will provide early intervention and treatment services to at-risk youth in Half Moon Bay for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$173,535 with no Net County Cost, and

WHEREAS, the Probation Department and Peninsula Conflict Resolution Center wish to enter into an Agreement whereby Peninsula Conflict Resolution Center will provide school-based violence prevention programs for youth and families of four schools in Daly City, San Bruno, San Mateo and South San Francisco for the period of July 1, 2011 through June 30, 2014, for a maximum obligation of \$350,205 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
PYRAMID ALTERNATIVES**

THIS AGREEMENT, entered into this 1st day of July , 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pyramid Alternatives, 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 a comprehensive school-based program called Strengthen Our Youth. The program shall be consistent with best practices by placing a high value on consultation, collaboration, and joining with youth, families, teachers, probation, and agency partners to identify, asses, and plan the appropriate level of intervention to develop assets in at-risk youth. This approach to school-based and outpatient intervention shall include: 1) prevention and early intervention in schools; 2) treatment in an outpatient setting; and 3) parent engagement.

**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-EIGHT THOUSAND AND THIRTY SEVEN DOLLARS (\$338,037)**.

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:

Pyramid Alternatives, Inc.
Attention: Paul Chang, Executive Director
480 Manor Plaza, Pacifica, CA 94044
Phone: 650-355-8787 X-22

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

PYRAMID ALTERNATIVES, INC.
Paul Chang, Executive Director

Contractor's Signature

Date: _____

EXHIBIT A

**PYRAMID ALTERNATIVES
SERVICES
JULY 1, 2011 – JUNE 30, 2014**

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

A. **Overview of Services**

In accordance with provisions of the California Youth Services Act, Juvenile Probation and Camps Funding, pertaining to the qualifying services, Pyramid Alternatives, Inc. (Pyramid) shall provide a comprehensive school-based program called Strengthen Our Youth (SOY). The program shall be consistent with best practices by placing a high value on consultation, collaboration, and joining with youth, families, teachers, probation, and agency partners to identify, assess, and plan the appropriate level of intervention to develop assets in at-risk youth.

This approach to school-based and outpatient intervention shall include: 1) prevention and early intervention in schools; and 2) parent engagement. Contractor shall provide services using the philosophy of Youth Asset Development and other evidence-based practices. Based on the Contractor’s assessment of the referred youth, Contractor will strive toward short- and long-term outcomes demonstrating program effectiveness with clients served.

B. **Annual Program Costs**

Staffing Costs		
Mental Health Clinician 1	0.4 FTE	\$21,450.
Mental Health Clinician 2	0.4 FTE	21,450.
Mental Health Clinician 3	0.4 FTE	20,625.
Mental Health Clinician 4	0.23 FTE	12,057.
Mental Health Clinician 5	0.07 FTE	5,328.
Program Manager	0.4 FTE	25,200.
Clinical Director	0.08 FTE	5,880.
Total Cost of Staff		\$111,990.
Materials		
AOD Prevention Education		\$200.
Parent Support Group		289.
Campus Outreach		200.
Total Cost of Materials		\$689.
Total Cost		\$112,679.

C. **Unduplicated Clients Served**

Contractor shall provide services to 500 unduplicated clients between July 1, 2011 and June 30, 2012. Contractor shall provide services to 500 unduplicated clients between July 1, 2012 and June 30, 2013. Contractor shall provide services to 500 unduplicated clients between July 1, 2013 and June 30, 2014.

D. **Location of Services**

School services shall be provided at South San Francisco High School in South San Francisco, Fernando Rivera Intermediate School in Daly City, Ben Franklin Intermediate School in Daly City, and Half Moon Bay High School in Half Moon Bay. A parent support group in Spanish will be provided in South San Francisco at the Community Learning Center.

E. **Projected Number of Youth Served per Site (Annually)**

Half Moon Bay High School, Half Moon Bay

Alcohol and Drug Education and Prevention Presentations: 200

Campus Outreach: 50

Individual or group Counseling and/or Assessment: 60

South San Francisco High School, South San Francisco

Individual or group Counseling and/or Assessment: 30

Fernando Rivera Middle School, Daly City

Alcohol and Drug Education and Prevention Presentations: 200

Campus Outreach: 50

Individual or group Counseling and/or Assessment: 60

Ben Franklin Intermediate School, Daly City

Alcohol and Drug Education and Prevention Presentations: 180

Campus Outreach: 50

Individual or group Counseling and/or Assessment: 60

Projected Number of Family members Served per Site

Spanish Language Parent Support Group: 40

F. **Specific Program Services**

1. **Alcohol and Drug Education and Prevention Presentations** are classroom presentations presented over a period of 3 weeks to all incoming 6th, 7th, or 9th graders. Total hours of service per year: 108
2. **Counseling and Assessment** begins with a comprehensive assessment followed by weekly individual or group counseling sessions, throughout the school year. Our groups focus on asset development related to group specific topics. Counselors also provide some family counseling at school sites. Total hours of service per year: 1483
3. **Case Management** supports our clients throughout the school year in accessing a variety of services including resources related to housing, tutoring, food, healthcare, transit, and other related issues. Case management units are also

allocated for client follow-up, treatment planning, and notes. Total hours of service per year: 456

4. Our **Spanish language Parent Support Group** meets for two hours weekly throughout the year in South San Francisco once a week in the evening. Total hours of service per year: 144
5. **Campus Outreach** increases awareness of social and emotional issues related to adolescence and helps to increase the visibility of counseling services available on campus. Outreach activities usually take place in the evening, during lunch, or after school for a total of 3 weeks during the school year. Total hours of service per year: 36
6. **Collateral Contact** allows our counselors ongoing contact with parents, teachers, school psychologists, and administrators to strengthen our clients' support systems throughout the school year. Each counselor is allocated 2 hours of weekly collateral contact throughout the school year. Total hours of service per year: 336
7. The **Program Manager** coordinates program delivery with school principals, maintains program records, and acts as a liaison between the funder and service providers. This is a .5 FTE position throughout the school year. Total hours of service per year: 840
8. Our counselors utilize **Planning and Evaluation** time to create and organize curriculum, which helps them to spend time at the school focused on direct service. Planning and evaluation time is scheduled during school breaks that occur during the school year, and for the week following the last week of school, as well as prior to the new school year. In addition to curriculum counselors allocate time to completing student evaluations, reviewing treatment goals and student files. Total hours of service per year: 320
9. Strengthen Our Youth counselors receive 1 hour of regularly scheduled weekly individual **Clinical Supervision** to help address mental health and AOD related issues. Total hours of service per year: 168
10. Counselors maintain accurate records in the JPCF database by utilizing 1 hour per week of regularly scheduled **Data Collection**. Total hours of service per year: 168

Hours of service per year: 4,038

EXHIBIT B**PAYMENTS AND RATES
STRENGTHEN OUR YOUTH/PYRAMID ALTERNATIVES**

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-EIGHT THOUSAND AND THIRTY-SEVEN DOLLARS (\$338,037)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS (\$112,679)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Alcohol or Drug Prevention and Education presentations-BFIS, FRIS, HMBHS	108	\$26	\$2,808
Counseling and Assessment- BFIS, FRIS, HMBHS, SSFHS	1483	\$26	\$38,558
Case Management- BFIS, FRIS, HMBHS, SSFHS, Pyramid Offices	456	\$26	\$11,856
Parent Support Group-South San Francisco	144	\$37	\$5,328
Campus Outreach Events-BFIS, FRIS, HMBHS, SSFHS	36	\$26	\$936
Collateral Contact- BFIS, FRIS, HMBHS, SSFHS, Pyramid Offices	336	\$26	\$8,736
Program Management- BFIS, FRIS, HMBHS, SSFHS, Pyramid Offices	840	\$30	\$25,200
Planning and Evaluation- BFIS, FRIS, HMBHS, SSFHS, Pyramid Offices	320	\$26	\$8,320
Clinical Supervision-Pyramid Offices	168	\$35	\$5,880
Data Collection-Pyramid Offices	168	\$26	\$4,368

Other Direct Costs—Alcohol and Drug Prevention Education Materials			\$200
Other Direct Costs—Parent Support Group Materials			\$289
Other Direct Costs—Campus Outreach Activity Materials			\$200
<i>TOTAL</i>	<i>4,059</i>	<i>--</i>	<i>\$112,679</i>

- 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-EIGHT THOUSAND AND THIRTY-SEVEN DOLLARS (\$338,037)**.
- 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,	January 15, 2013	Services delivered

2012		
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.

EXHIBIT C

PYRAMID ALTERNATIVES 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.

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:

- Increase engagement and connection to school
- Increase developmental assets
- Improve family functioning
- Improve educational outcomes
- Decrease alcohol and drug use

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 projected number of students attending alcohol and drug education and prevention presentations	85%	85%	85%
Percent of projected number of youth receiving counseling and assessment	85%	85%	85%
Percentage of students participating in campus outreach activities	90%	90%	90%
Percentage of projected number of family members attending Spanish Language Parent support group	90%	90%	90%

[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
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	NOTE: Indirect cost rate should be broken out in the rate/hour and not its own line item
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	
Other Direct Costs—materials to support each specific program service—should be itemized			
TOTAL		--	

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

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

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

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

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

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

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Performance Measure	ACTUAL Youth in Program in FY 11-12	ACTUAL Youth in Program in FY 12-13	ACTUAL Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
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*

PYRAMID ALTERNATIVES

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.

Paul Chang, Executive Director

Name of 504 Person - Type or Print

Pyramid Alternatives

Name of Contractor(s) - Type or Print

480 Manor Plaza

Street Address or P.O. Box

Pacifica, CA 94044

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:	Pyramid Alternatives	Phone:	650-355-8787
Contact Person:	Paul Chang, Executive Director	Fax/Email:	650-355-8780
Address:	480 Manor Plaza Pacifica, CA 94044		

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.

Paul Chang
Name

Executive Director
Title

Signature

Date

FINGERPRINTING CERTIFICATION FORM

Agreement with
PYRAMID ALTERNATIVES

FOR STRENGTHEN OUR YOUTH (S.O.Y)

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.

Paul Chang
Name

Executive Director
Title

Signature

Date

CHILD ABUSE PREVENTION AND REPORTING

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TS

DATE (MM/DD/YYYY)

12/28/10

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 BPJA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland		650-341-4484 650-341-4485	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PYRAM-1	FAX (A/C, No):
INSURED Pyramid Alternatives, Inc. 480 Manor Plaza Pacifica, CA 94044		INSURER(S) AFFORDING COVERAGE INSURER A: NonProfits' Ins. Alliance of CA INSURER B: Oak River Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:		
		NAIC # 011845 34630		

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2010-22400-NPO	12/30/10	12/30/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			2010-22400-NPO	12/30/10	12/30/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2200058055-01	12/30/10	12/30/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Proof of Insurance

Ten (10) day notice of cancellation shall apply for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Insured's Copy

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
PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO**

THIS AGREEMENT, entered into this 1st day of July , 2011, by and between the
COUNTY OF SAN MATEO, hereinafter called "County," PENINSULA FAMILY YMCA
C/O YMCA SAN FRANCISCO, 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 prevention and early intervention services for at-risk youth.

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

1. Exhibits and Attachments

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

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

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED AND SIXTY-ONE DOLLARS (378,261).**

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:

Peninsula Family YMCA c/o YMCA of San Francisco
Kimberly Wheeler c/o
Linda Griffith, VP Risk Management & Legal Affairs
1670 S. Amphlett Blvd. Suite 115
San Mateo, CA 94402
Phone: Contractor #650.349.7969

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

LINDA GRIFFITH,
VP Risk Management & Legal Affairs

Contractor's Signature

Date: _____

EXHIBIT A

**PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO
SERVICES**

JULY 1, 2011 – JUNE 30, 2014

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

The Youth Service Bureaus of the Peninsula YMCA shall provide an on-campus violence prevention program, School Safety Advocates (SSA), in four (4) San Mateo County Middle schools: Abbott Middle School in San Mateo, Parkside in San Bruno, Parkway Heights and Westborough in South San Francisco. Full-time SSA staff will work in tandem with school personnel to create safe environments on campuses by intervening to stop fights, mediating conflicts through restorative justice techniques, and preempting any potential bullying, self-harm, and suicide. Delivery of the program includes the cost of staff, materials, and research.

1. Contractor will serve 287 moderate risk youth and 134 unduplicated parents from Abbott, Bayside, Parkside, Parkway Heights and Westborough per year.
2. Two (2) On-campus School Safety Advocates will provide assessments, case management, referrals, counseling, classroom workshops and mediations, 30 hours a week for 40 weeks for a total of 2400 hours of service per year.
3. Five (5) Counselors will provide one (1) hour of direct service of individual, family and group counseling, 4 hours a week, for 38 weeks for a total of 912 hours of service per year.
4. One (1) Clinical Case Manager for out of school time (summer, breaks, home visits, etc.) will provide direct service of 14 hours a week for 10 weeks a year for a total of 140 hours of service per year.
5. Ten (10) Mentor match visits, two (2) hour long visits, one (1) time a week for 48 weeks for a total of 960 hours a service a year.

EXHIBIT B

**PAYMENTS AND RATES
PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO**

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 SEVENTY EIGHT THOUSAND TWO HUNDRED AND SIXTY-ONE DOLLARS (378,261)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED TWENTY-SIX THOUSAND AND EIGHTY-SEVEN DOLLARS (126,087)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
On-campus School Safety Advocates Parkside and Abbott	1200	\$33.36	\$40,036
On-campus School Safety Advocates Westborough and Parkway	1200	\$33.36	\$40,031
Counseling (Five – 5)	912	\$23.24	\$21,199
SSA Clinical Case Management	140	\$33.36	\$4,671
Mentor Matches	960	\$14.24	\$13,674
Food, Office Supplies, Materials			\$1,173
Food, Incentives for Youth Participation			\$500
Data Collection			\$4803
TOTAL	4412	--	\$126,087

- 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 SEVENTY EIGHT THOUSAND TWO HUNDRED AND SIXTY-ONE DOLLARS (378,261)**.

- 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.

EXHIBIT C

**PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO
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.

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:

1. Short-term Outcome 1: Increased engagement/connection to school
2. Short-term Outcome 2: Increased developmental assets

3. Long-term Outcome 1: Improved educational outcomes
4. Long-term Outcome 2: Decreased gang involvement
5. Long-term Outcome 3: Decreased alcohol and drug use
6. Long-term Outcome 4: Decreased involvement with the Juvenile Justice System

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 a greater engagement/connection to school as a result of participating in the program On Campus SSA Counselor SSA Clinical Case Management	80%	80%	80%
Youth report an increase in developmental assets as a result of participating in the program On Campus SSA Counselor SSA Clinical Case Management Mentor	80%	80%	80%

Youth report an improvement in their educational outcomes as a result of participating in the program On Campus SSA Counselor SSA Clinical Case Management Mentor	70%	70%	70%
Identified youth will participate in gang prevention activities (i.e. Jericho Project) On Campus SSA SSA Clinical Case Management	60%	60%	60%
Identified youth will participate in alcohol and drug prevention groups and report a decrease in substance use as a result of participating in the program On Campus SSA Counselor SSA Clinical Case Management	50%	50%	50%
Decrease involvement with Juvenile Justice System as a result of participating in the program On Campus SSA Counselor SSA Clinical Case Management	80%	80%	80%

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

INVOICE # _____ (Contractor assigned)

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

DELIVERABLES			
Service	Hours	Rate/Hour	Total Amount
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	NOTE: Indirect cost rate should be broken out in the rate/hour and not its own line item
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	
Other Direct Costs—materials to support each specific program service—should be itemized			
TOTAL		--	

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

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

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

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

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

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

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Performance Measure	ACTUAL Youth in Program in FY 11-12	ACTUAL Youth in Program in FY 12-13	ACTUAL Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
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*

PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO

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

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

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

The ☐ Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

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

(45

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

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

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

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

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

I. CONTRACTOR INFORMATION

Contractor Name:	PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO	Phone:	Main(650) 349-7969 Direct (650) 787-0905
Contact Person:	Kimberly Wheeler	Fax/Email:	Fax (650) 349-1103 kwheeler@ymcasf.org mpicchi@ymcasf.org
Address:	1670 S. Amphlett Blvd. Suite 115 San Mateo, CA 94402		

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.

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

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

Signature

Name

Date

Title

FINGERPRINTING CERTIFICATION FORM

Agreement with
PENINSULA FAMILY YMCA C/O YMCA SAN FRANCISCO

FOR YMCA OF SAN FRANCISCO

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

7/1/2012

DATE (MM/DD/YYYY)

10/7/2011

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero, Suite 1700 San Francisco 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Insurance Company	
	INSURER B: Twin City Fire Insurance Company	
INSURED 1344192 YMCA of San Francisco Attn: Linda Griffith, Risk Manager 631 Howard Street, Suite 500 San Francisco CA 94105	NAIC #	
	23841	
	INSURER C: Granite State Insurance Company	
	29459	
	INSURER D:	
	23809	
INSURER E:		
INSURER F:		

COVERAGES YMCOF01 DA **CERTIFICATE NUMBER:** 11474461 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	N	N	01LX0275626350	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
C	AUTOMOBILE LIABILITY	N	N	02CA0190463940	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$ XXXXXXXX				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$ XXXXXXXX				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$ XXXXXXXX				
	<input checked="" type="checkbox"/> physical damage						\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED						\$ XXXXXXXX
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	22WEQ03229	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	YMCA Professional Liab.	N	N	01LX0275626350	7/1/2011	7/1/2012	\$3,000,000 Aggregate \$1,000,000 Each Claim

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

Peninsula Family YMCA- Evidence of coverage in force for the Mental Health Services Program at various locations within San Mateo County on 7/1/2011 - 6/30/2012.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

11474461

County of San Mateo
222 Paul Scannell Drive
Foster City CA 94403

Adam D. McDonough

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.**

THIS AGREEMENT, entered into this 1st day of July , 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro de Libertad/The Freedom Center, Inc., 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 early intention services and treatment services in Half Moon Bay, California..

**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 SEVENTY THREE THOUSAND FIVE HUNDRED AND THIRTY FIVE DOLLARS (\$173,535.00).**

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:

El Centro de Libertad/The Freedom Center, Inc.
Attention: George Borg/CEO
500 Allerton Street 2nd Floor
Phone: 650-599-9955

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

EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.
George Borg, Chief Executive Officer

Contractor's Signature

Date: _____

EXHIBIT A

EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.

SERVICES

JULY 1, 2011 – JUNE 30, 2014

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

El Centro de Libertad/The Freedom Center, Inc. shall provide early intention services and treatment services in Half Moon Bay, California. Delivery of the program includes the cost of staff, materials, and research.

Annual July 1, 2011-June 30 2011

1. One hundred eight (108) staff hours to serve thirty (30) youth each year with two (2) gender specific groups meeting weekly during school year in Cunha Middle School and one (1) group at Pilarcitos High School. Program addresses early intervention and includes anger management.
2. Four hundred eighty six (486) staff hours to serve five (5) youth at El Centro de Libertad Coastsides outpatient treatment center at 225 S. Cabrillo Highway Suite 105D, Half Moon Bay. Treatment plan includes assessment, weekly individual counseling, weekly group counseling, case management and family education.
 - a) Individual counseling including intake assessment once weekly for each youth
 - b) Group Counseling
 - c) Anger Management
 - d) Case Management
 - e) Family Education Sessions
3. One hundred four hours (104) of data collection and data processing for program evaluation.

EXHIBIT B

**PAYMENTS AND RATES
EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.**

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 SEVENTY-THREE THOUSAND FIVE HUNDRED AND THIRTY FIVE DOLLARS (\$173,535.00)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **FIFTY SEVEN THOUSAND EIGHT HUNDRED AND FORTY FIVE DOLLARS (\$57,845.)**
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Gender specific groups at Cunha Middle School and Pilarcitos High School.	108	\$67.22	\$7,259.76
Assessment, weekly individual counseling and weekly group counseling at 225 S Cabrillo Highway, Suite 105D.	486	\$67.22	\$32,668.92
Data collection , data processing and program evaluation	104	\$67.22	\$6,990.88
Other Direct Costs—Drug Test, Lab Fees (\$240) Training (\$879) Occupancy costs for program staff (\$7,795) Program supplies, materials- -videos workbooks and handouts (\$2,012)			\$10,926.00
<i>TOTAL</i>	<i>698</i>	<i>67.22</i>	<i>57,845</i>

- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED AND THIRTY FIVE DOLLARS (\$173,535.00).**
- 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.

EXHIBIT C

**EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.
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.

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:

El Centro de Libertad's coastside early intervention and treatment services primarily support the following outcomes in the areas of Greater Connection to and Engagement in School, Increased Developmental Assets, Improved Family Functioning, and Reduced use of alcohol and other drugs.

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 demonstrate Greater Connection to and Engagement in School--in at least one of the following areas: positive friends at school, a positive adult at school to turn to, involvement in pro-social school activities and decreased absences and partial/whole day truancy	80%	80%	80%
Youth will demonstrate Increased Developmental Assets in at least one of the following areas: Positive values (decision making, understanding, consequences), empowerment appropriate boundaries constructive (pro-social) use of free time belief and hope in the future, optimistic positive peer relationships	80%	80%	80%
Youth will demonstrate Reduced use of alcohol and other drugs and / or Improved Family Functioning with parental	14%	14%	14%

involvement in youth's lives and positive parent-child communication. Note: expectation of outcome primarily associated with higher intensity treatment services.			
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[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
Gender specific groups meeting weekly during school year in Cunha Middle School and Pilarcitos High School.	_____	\$67.22	_____
Assessment, weekly individual counseling and weekly group counseling at 225 S Cabrillo Highway, Suite 105D.	_____	\$67.22	_____
Data collection , data processing and program evaluation	_____	\$67.22	_____
Other Direct Costs-Drug Test, Lab Fees			_____
Other Direct Costs-Training			_____
Other Direct Costs-Occupancy costs for program staff			_____
Other Direct Costs-Program supplies, materials-- videos workbooks and handouts			_____
TOTAL		--	_____

Name of person completing report: _____ Title: _____

Phone: _____ - _____ - _____ Email: _____

Signature: _____ Date: _____

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

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

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

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

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

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Youth will demonstrate Greater Connection to and Engagement in School--in at least one of the following areas: positive friends at school, a positive adult at school to turn to, involvement in pro-social school activities and decreased absences and partial/whole day truancy	80%	80%	80%
Youth will demonstrate Increased Developmental Assets in at least one of the following areas: Positive values (decision making, understanding, consequences), empowerment appropriate boundaries constructive (pro-social) use of free time belief and hope in the future, optimistic positive peer relationships	80%	80%	80%
Youth will demonstrate Reduced use of alcohol and other drugs and / or Improved Family Functioning with parental involvement in youths lives and positive parent-child communication. Note: expectation of outcome primarily associated with higher intensity treatment services.	14%	14%	14%
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 demonstrate Greater Connection to and Engagement in School--in at least one of the following areas: positive friends at school, a positive adult at school to turn to, involvement in pro-social school activities and decreased absences and partial/whole day truancy	____%	____%	____%
Youth will demonstrate Increased Developmental Assets in at least one of the following areas: Positive values (decision making, understanding, consequences), empowerment appropriate boundaries	____%	____%	____%

constructive (pro-social) use of free time belief and hope in the future, optimistic positive peer relationships			
Youth will demonstrate Reduced use of alcohol and other drugs and / or Improved Family Functioning with parental involvement in youths lives and positive parent-child communication. Note: expectation of outcome primarily associated with higher intensity treatment services.	____%	____%	____%
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

EXHIBIT D

EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.

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)

- ☒ 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.

George Borg, CEO

Name of 504 Person - Type or Print

EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.

Name of Contractor(s) - Type or Print

500 Allerton Street, 2nd Floor,

Street Address or P.O. Box

Redwood City, CA 94063-1545

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:	El Centro de Libertad/The Freedom Center, Inc.	Phone:	650 599-9955
Contact Person:	George Borg, CEO	Fax/Email:	650-599-9273 gborgsteps@aol.com
Address:	500 Allerton Street, 2nd Floor Redwood City, CA 94063-1545		

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Signature

Name

Date

Title

FINGERPRINTING CERTIFICATION FORM

Agreement with
EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.

**FOR early intention services and treatment services on the coast in Half
Moon Bay, California.**

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

Name

Title

Signature

Date

CHILD ABUSE PREVENTION AND REPORTING

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2011

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

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

PRODUCER Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227		CONTACT NAME: Denise J. Billings PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922 E-MAIL ADDRESS: denise@properlyinsured.com PRODUCER CUSTOMER ID #: 00000961															
INSURED El Centro De Libertad-The Freedom Center 500 Allerton St Redwood City CA 94063		<table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Nonprofits Insurance Alliance</td><td></td></tr><tr><td>INSURER B: Travelers Property Casualty Co</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Insurance Alliance		INSURER B: Travelers Property Casualty Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** CL1151205442**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	2011 03306 NPO	5/15/2011	5/15/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	MED EXP (Any one person) \$ 20,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 3,000,000					
	PRODUCTS - COM/OP AGG \$ 3,000,000					
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	X	2011 03306 NPO	5/15/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	Uninsured motorist combined \$					
	Medical payments \$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000	X	2011 03306 UMB	5/15/2011	5/15/2012	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000					
	\$					
	\$					
	\$					
	\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3441T07011	3/16/2011	3/16/2012	<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)

Certificate holder is named as additional insured per form CG 2026.

CERTIFICATE HOLDER**CANCELLATION**

San Mateo County
Juvenile Probation
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

Vanessa Salopek

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

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

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing school-based violence prevention programs for youth and families of four schools in Daly City, San Bruno, San Mateo and South San Francisco.

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 AND FIFTY THOUSAND TWO HUNDRED AND FIVE DOLLARS (\$350,205).**

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:

Peninsula Conflict Resolution Center
Attention: Michelle Vilchez, Executive Director
1660 S. Amphlett Blvd., Ste 219, San Mateo, CA 94402
Phone: 650-513-0330

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

PENINSULA CONFLICT RESOLUTION CENTER
Michelle Vilchez

Contractor's Signature

Date: _____

EXHIBIT A

**Peninsula Conflict Resolution Center
School-based Violence Prevention Programs
JULY 1, 2011 – JUNE 30, 2012**

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

The Peninsula Conflict Resolution Center shall provide school-based violence prevention programs for youth and families of four schools in Daly City, San Bruno, San Mateo and South San Francisco. Delivery of the program includes the cost of staff, materials, and research.

1. Student and Parent Leadership Groups: 40 students and 90-100 parents served; Capuchino and Jefferson High Schools (students); Capuchino, Jefferson, San Mateo and South San Francisco High Schools (parents); deliver violence prevention curriculum to at-risk and other students, deliver parent leadership and education classes to parents; 2x/week, total of 256 hours/year
2. Peer Mediation training: 80 students served; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; deliver peer mediation training to students to resolve conflicts among all students of the school; 1x/week, total of 160 hours/year
3. School-based services provided by Student Engagement Specialist: 80-120 students, 60 staff, 20-30 parents; deliver staff training and Alternative to Suspension programs; Jefferson and Capuchino High Schools (staff training), Capuchino, Jefferson, San Mateo and South San Francisco High Schools (Alternative to Suspension programs); 20 hours/week, 2000 hours/year
4. Mediation and Family Conferencing Services: 40 families served; families from Capuchino, Jefferson, San Mateo and South San Francisco High Schools, youth on probation, and youth transitioning from the Youth Service Center; provide family conferencing and parent-teen and family mediation; 3 hours/week, total of 150 hours/year

5. Program Management: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; ensure that services for at-risk youth, staff and families are coordinated and integrated in the existing school procedures; 6 hours/week, 300 hours/year
6. Data Collection: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; collect data on effectiveness of programs; 3 hours/week, 144 hours/year

EXHIBIT B

PAYMENTS AND RATES
Peninsula Conflict Resolution Center
school-based violence prevention programs

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 AND FIFTY THOUSAND TWO HUNDRED AND FIVE DOLLARS (\$350,205)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED AND SIXTEEN THOUSAND SEVEN HUNDRED AND THIRTY FIVE (\$116,735)**.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Student and Parent Leadership Groups/Capuchino and Jefferson High Schools (students); Capuchino, Jefferson, San Mateo and South San Francisco High Schools (parents)	256	\$33	\$8,448
Peer Mediation training/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	160	\$38.5	\$6,160
School-based services provided by Student Engagement Specialist/ Jefferson and Capuchino High Schools (staff training), Capuchino, Jefferson, San Mateo and South San Francisco High Schools (Alternative to Suspension programs)	2000	\$33	\$66,000
Mediation and Family Conferencing Services/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	150	\$38.5	\$5,775
Program Management/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	300	\$38.5	\$11,550
Data Collection/Capuchino, Jefferson, San Mateo and South San Francisco High Schools	144	\$28.6	\$4,118

		<i>NOTE: Indirect cost rate is included in the rate/hour and not its own line item</i>	
Other Direct Costs—School-based Services			\$6,000
Other Direct Costs-Peer Mediation			\$400
Other Direct Costs-Mediation and Conferencing Services			\$3,000
Other Direct Costs-Youth Leadership & Parent Series			\$2,284
Other Direct Costs-Data Collection			\$3,000
<i>TOTAL</i>	<i>1,930</i>	<i>--</i>	<i>\$116,735</i>

- 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 FIFTY THOSAND TWO HUNDRED AND FIVE DOLLARS (\$350,205).**
- 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.

EXHIBIT C

**Peninsula Conflict Resolution Center
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2012**

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.

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 school-based services will help instill positive decision-making skills, peaceful conflict management skills, increased self-esteem and sense of a purpose and positive future.
- The mediation and family conferencing services will also support family related assets including positive family communication and parent involvement.

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 and parents participating in Parent and Youth leadership training will demonstrate an increased understanding of violence prevention and leadership skills (Capuchino, Jefferson, San Mateo and South San Francisco High Schools)	85%	85%	85%
Youth engaged in gangs or considering joining gangs participating in the student leadership training series will decrease gang-related activity or activities that violate the law (Capuchino and Jefferson High Schools)	85%	85%	85%

The number of student suspensions and expulsions for caused or attempted physical injury to another and for the use of force or violence will be reduced (Capuchino, Jefferson, San Mateo and South San Francisco High Schools)	10%	10%	10%
The number of incidences of violence on campus between students will be reduced (Capuchino, Jefferson, San Mateo and South San Francisco High Schools)	10%	10%	10%
Mediations result in a resolution (Capuchino, Jefferson, San Mateo and South San Francisco High Schools)	80%	80%	80%

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

INVOICE # _____ (Contractor assigned)

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

DELIVERABLES			
Service	Hours	Rate/Hour	Total Amount
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	NOTE: Indirect cost rate should be broken out in the rate/hour and not its own line item
Specific Program Service as described in Exhibit A above (title/location)		Budgetary amount as described in revised proposal budget	
Other Direct Costs—materials to support each specific program service—should be itemized			
TOTAL		--	

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

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

[SAMPLE PERFORMANCE OUTCOME REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # _____ (County assigned)

REPORT # _____ (Contractor assigned)

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

Performance Measure	TARGET Youth in Program in FY 11-12	TARGET Youth in Program in FY 12-13	TARGET Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Performance Measure	ACTUAL Youth in Program in FY 11-12	ACTUAL Youth in Program in FY 12-13	ACTUAL Youth in Program in FY 13-14
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
Percent of youth with outcome related to Specific Program Service as described in Exhibit A above (title/location)	%	%	%
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

EXHIBIT D

PENINSULA CONFLICT RESOLUTION CENTER

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.

Russell Brunson

Name of 504 Person - Type or Print

Peninsula Conflict Resolution Center

Name of Contractor(s) - Type or Print

1660 S. Amphlett Blvd., Suite 219

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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

Signature

Director of Operations and Finance

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:	Peninsula Conflict Resolution Center	Phone:	650.513.0330
Contact Person:	Michelle Vilchez	Fax/Email:	650.513.0335/mvilchez@pcrcweb.org
Address:	1660 S. Amphlett Blvd., Ste 219, San Mateo, CA 94402		

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

Michelle Vilchez
Name

Date

Executive Director
Title

EXHIBIT F

FINGERPRINTING CERTIFICATION FORM

Agreement with
PENINSULA CONFLICT RESOLUTION CENTER

FOR SCHOOL-BASED VIOLENCE PREVENTION PROGRAMS

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.

Michelle Vilchez
Name

Executive Director
Title

Signature

Date

CHILD ABUSE PREVENTION AND REPORTING

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2011

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

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

PRODUCER Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Tony Sivillo PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922 E-MAIL ADDRESS: tony@properlyinsured.com PRODUCER ID#: 00004330 CUSTOMER ID#:
INSURED Peninsula Conflict Resolution Center 1660 S. Amphlett Blvd. Suite 219 San Mateo CA 94402	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: North American Elite Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL114405302

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	2011-10854-NPO	4/10/2011	4/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2011-10854-NPO	4/10/2011	4/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	B Employee Dishonesty			CWB0000405-09-10854	4/10/2011	4/10/2012

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured per form CG 2026 attached.

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo
Probation Department
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

Vanessa Salopek

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED--DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

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

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

County of San Mateo, its officers, agents, and employees

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 insured the person(s) or organization(s) shown in the schedule, but only with respect to liability for "bodily Injury, "property damage" or "personal and advertising injury" caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A: In the performance of your ongoing operations; or

B: In connection with your premises owned by or rented to you



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-20-2011

GROUP:
POLICY NUMBER: 1548613-2011
CERTIFICATE ID: 90
CERTIFICATE EXPIRES: 07-01-2012
07-01-2011/07-01-2012

COUNTY OF SAN MATEO
PROBATION DEPARTMENT
222 PAUL SCANNELL DR
SAN MATEO CA 94402-4061

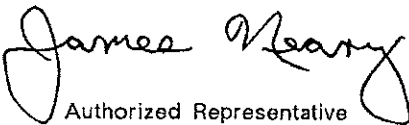
NA

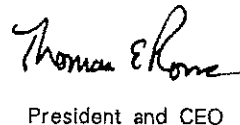
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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

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

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


Authorized Representative


President and CEO

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PENINSULA CONFLICT RESOLUTION CENTER (A NA
NON-PROFIT CORP.)
1660 S AMPHLETT BLVD STE 219
SAN MATEO CA 94402

[JAN,CN]