

Agreement No. \_\_\_\_\_

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Fresh Lifelines for Youth, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing law-related education classes, career navigation workshops, mentoring and career coaching as well as reentry case management and post-release services for youth detained at the Youth Services Center-Juvenile Hall and/or Camp Kemp.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Program Activity Report

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDERD SEVENTY-TWO THOUSAND THREE HUNDRED AND THREE DOLLARS AND TEN CENTS (\$672,303.10)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2023, through June 30, 2026**.

## 5. Termination

This Agreement may be terminated by Contractor or by the Chief Probation Officer or his designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## 6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## 7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## 8. Hold Harmless

### a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

### **c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## 12. Non-Discrimination and Other Requirements

### a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### b. 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 upon request.

### c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: John Keene  
Address: 222 Paul Scannell Drive, San Mateo CA, 94420  
Telephone: 650-312-8816  
Facsimile: 650-312-5597  
Email: [jkeene@smcgov.org](mailto:jkeene@smcgov.org)

In the case of Contractor, to:

Name/Title: Ali Knight, President & CEO  
Address: 330 Twin Dolphin Drive, Suite 105, Redwood City, CA 94065  
Telephone: 408-504-7703  
Email: [ali@flyprogram.org](mailto:ali@flyprogram.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Fresh Lifelines for Youth, Inc.

|                                     |                          |                                |
|-------------------------------------|--------------------------|--------------------------------|
| DocuSigned by:<br><i>Ali Knight</i> | 5/12/2023   10:45 AM PDT | Ali Knight                     |
| Contractor Signature                | Date                     | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Budget Information: 32811/5858

**Exhibit A**

Fresh Lifelines for Youth, Inc.

**Services**

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

- 1. Law-Related Education and/or Education and Career Navigation Workshops** (90 workshops annually)  
Facilitate law-related education and career and education-focused workshops, to youth detained at the Youth Services Center-Juvenile Hall (YSC) and Camp Kemp, including those assigned to the Phoenix Reentry Program.
- 2. Case Management Intake Assessment and Pre-Release Case Management** (60 hours annually)  
Administer FLY's Case Management Intake Assessment (one-hour process) and provide pre-release case management to youth (1:1 with youth) as needed. Provided on a rolling basis for up to 30 youth annually as youth are referred into the program. Intake assessments collect information in eight domains including general information, education & employment, community, social relations, family & housing, health & wellness, legal history, and safety, and include a Likert-scale survey to measure impact on youth's social-emotional learning skill development in four areas (self-awareness, social awareness, critical thinking, and self-advocacy).
- 3. Reentry Case Management: 1:1 Case Management Meetings, Parent Meetings, and Advocacy** (500 hours annually)  
Provide 1:1 intensive case management, court advocacy, meetings with parents, school 360 meetings, or other systems advocacy meetings. Provided for up to 30 youth annually on a rolling basis.
- 4. Reentry Pro-social Activities** (8 events annually)  
Facilitate eight (8) pro-social events annually (two per quarter) for post-release youth in receiving reentry case management services to further enforce pro-social attitudes, behaviors, and healthy activities with peers. Each activity will last 6 - 8 hours (including preparation).
- 5. 1:1 Mentoring and Career Pathways Navigator Coaching at YSC and Camp Kemp** (40 sessions annually)  
Meet with youth in custody on a weekly basis—2 to 3 sessions per week—to address specific topics and needs related to pro-social skills and conflict resolution. Each session will last approximately 1 hour.
- 6. Volunteer Trainings**  
Facilitate volunteer trainings totaling 32 hours of training per semester (4 sessions of 8-hour trainings twice a year). Plus 3 hours of preparation per semester.
- 7. Education and Career Stakeholder Advocacy** (460 hours annually)  
Research relevant education laws/policies, academic supports, etc., and conduct meetings with stakeholders to advance workshops and 1:1 work with youth. Services for Phoenix Reentry Program youth will be prioritized, but additional work may be done to support the success of other youth in custody.

**8. Data Collection and Data Entry**

Administer assessments to youth in the LRE sessions in addition to ongoing data collection for all youth in program. Intake and closure assessments collect information in eight domains including general information, education & employment, community, social relations, family & housing, health & wellness, legal history, and safety, and include a Likert-scale survey to measure impact on youth's social-emotional learning skill development in four areas (self-awareness, social awareness, critical thinking, and self-advocacy).

**Scheduling**

Contractor and Probation staff shall coordinate exact days and times for each service.

To the extent possible, any schedule changes or cancellations requested by either party should be communicated to the other party at least 24 hours in advance.

**Program Contacts (Subject to Change)**

Contractor: Maria Delgado, FLY Program Manager, 650-394-5972, [maria@flyprogram.org](mailto:maria@flyprogram.org).

Contractor: Melissa Poling, FLY Associate Director, 650-450-2361, [melissa@flyprogram.org](mailto:melissa@flyprogram.org).

Contractor: Kate Hiester, FLY County Director, 650-213-6794, [katehiester@flyprogram.org](mailto:katehiester@flyprogram.org).

Probation (Juvenile Hall): 650-312-5200

**Alternative Service Delivery Method**

When necessary, any of the services listed above and outlined in Exhibit B may be provided remotely, upon written authorization by the County. For example, this may include teleconferencing, pre-recorded videos or lesson plans, or any other virtual delivery method that may be applicable. Contractor should provide County with a written request via email that includes information on which services are to be provided remotely as well as its duration and dosage, if applicable.

**Required Quarterly CBO Meetings**

Contractor shall designate at least one staff member to attend the scheduled quarterly CBO meetings, during the term of the contract. These meetings are held each February, May, August and November, and calendar invitations will be sent by Probation at the beginning of each calendar year via email.

**Prison Rape Elimination Act (PREA)**

In accordance with the Prison Rape Elimination Act § 115.32, the County shall ensure that all volunteers and contractors who have contact with residents of its juvenile facilities be trained on the County's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the County's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents. Contractor shall undergo such training at the County's request.

**Exhibit B**

Fresh Lifelines for Youth, Inc.

**Payments**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED THREE DOLLARS AND TEN CENTS (\$672,303.10)**.
- B. Under this Agreement, County shall reimburse Contractor for all of its allowed expenses to a set limit (see "Payment Schedule" below) in exchange for the services described in Exhibit A.
- C. Billable salaries include all payable wages including holidays, paid time off, overtime bonuses, etc. Allowed expenses include Contractor's employee-related "Fringe" costs, calculated at a rate of 27 percent of gross pay, to support employee benefits and employer-paid payroll taxes for the staff providing services under this Agreement.
- D. Prior to submittal, cost reimbursement claims must be certified and signed by responsible officer of Contractor with authority to certify that the information submitted by Contractor is accurate and Contractor is entitled to payment under the terms of the Agreement. County may rely on said certification in making payment, but this payment will not constitute a waiver of any of County's legal rights or objections.
- E. When submitting invoices to County, Contractor is required to submit adequate supporting documents, including but not limited to: Payroll registers, detailed invoices, Program Activity Report (PAR), and receipts for non-personnel expenses related to youth programs.
- F. County is not obligated to reimburse Contractor for any expenditure not reported to County within sixty (60) calendar days after the end of the last month of the last fiscal year of the Agreement term.
- G. Contractor will be compensated for services rendered and/or expenses incurred in accordance with Exhibit A – "Services."
- H. County and Contractor may, as needed and upon mutual agreement in writing, modify budget line-item maximums and/or billable rates in the "Payment Schedule" table below to reflect the service delivery needs of the Department without exceeding the maximum financial obligation of this Agreement.
- I. Contractor will submit a Program Activity Report (PAR) and Invoice on a quarterly basis which will include Contractor's name and address; contract number; funding stream, invoice number; fiscal year; quarter, date, and description of services; program activities completed; total invoice amount; year-to-date expenditures and remaining contract balance.
- J. The quarterly PAR is attached herein as "Attachment C" and must be certified and signed by responsible officer of Contractor as per item D above.

- K. Along with invoices and supporting documents, Contractor shall submit quarterly narratives and Performance Measure statistics on a quarterly basis.

### Payment Schedule

| PERSONNEL                              |                     |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|
| Position                               | FY 2023-24 Total    | FY 2024-25 Total    | FY 2025-26 Total    | Project Total       |
| Director of SMC + SF                   | \$10,242.39         | \$10,242.39         | \$10,242.39         | \$30,727.16         |
| Associate Director of SMC + SF         | \$10,821.95         | \$10,821.95         | \$10,821.95         | \$32,465.86         |
| Law & Reentry Programs Manager SMC     | \$24,046.96         | \$24,046.96         | \$24,046.96         | \$72,140.87         |
| Lead Reentry Program Case Manager SMC  | \$37,034.38         | \$37,034.38         | \$37,034.38         | \$111,103.15        |
| Reentry Case Manager SMC               | \$34,456.65         | \$34,456.65         | \$34,456.65         | \$103,369.94        |
| Law & Reentry Programs Coordinator SMC | \$16,124.56         | \$16,124.56         | \$16,124.56         | \$48,373.68         |
| Career Pathways Navigator SMC          | \$14,845.27         | \$14,845.27         | \$14,845.27         | \$44,535.81         |
| Contract Management Specialist         | \$978.91            | \$978.91            | \$978.91            | \$2,936.74          |
| Evaluation and Learning Manager        | \$922.33            | \$922.33            | \$922.33            | \$2,766.98          |
| Fringe                                 | \$40,357.82         | \$40,357.82         | \$40,357.82         | \$121,073.45        |
| <b>PERSONNEL TOTAL</b>                 | <b>\$189,831.21</b> | <b>\$189,831.21</b> | <b>\$189,831.21</b> | <b>\$569,493.64</b> |

| NON-PERSONNEL                 |                  |                  |                  |               |
|-------------------------------|------------------|------------------|------------------|---------------|
| Direct Operating Costs        | FY 2023-24 Total | FY 2024-25 Total | FY 2025-26 Total | Project Total |
| Transportation                | \$3,288.00       | \$3,288.00       | \$3,288.00       | \$9,864.00    |
| Program Supplies & Activities | \$4,596.00       | \$4,596.00       | \$4,596.00       | \$13,788.00   |

|   |             |             |             |             |
|---|-------------|-------------|-------------|-------------|
| Client Costs                                | \$5,013.00  | \$5,013.00  | \$5,013.00  | \$15,039.00 |
| Staff Training and Professional Development | \$1,000     | \$1,000     | \$1,000     | \$3,000     |
| <b>NON-PERSONNEL TOTAL</b>                  | \$13,897.00 | \$13,897.00 | \$13,897.00 | \$41,691.00 |

| INDIRECT | FY 2023-24 Total | FY 2024-25 Total | FY 2025-26 Total | Project Total |
|----------|------------------|------------------|------------------|---------------|
| Indirect | \$20,372.82      | \$20,372.82      | \$20,372.82      | \$61,118.46   |

| GRAND TOTALS        | FY 2023-24 Total | FY 2024-25 Total | FY 2025-26 Total | Project Total |
|---------------------|------------------|------------------|------------------|---------------|
| Personnel           | \$189,831.21     | \$189,831.21     | \$189,831.21     | \$569,493.64  |
| Non-Personnel       | \$13,897.00      | \$13,897.00      | \$13,897.00      | \$41,691.00   |
| Indirect            | \$20,372.82      | \$20,372.82      | \$20,372.82      | \$61,118.46   |
| <b>GRAND TOTALS</b> | \$224,101.03     | \$224,101.03     | \$224,101.03     | \$672,303.10  |

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

***Invoice and Quarterly Report Due Dates***

| Service Period                                       | Invoice Due Date | Invoice/Report Content   |
|--|------------------|--|
| <b>FY 2023 - 2024 - Q1</b><br>7/1/2023 – 09/30/2023  | October 15, 2023 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2023 - 2024 - Q2</b><br>10/1/2023 – 12/31/2023 | January 15, 2024 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2023 - 2024 - Q3</b><br>1/1/2024 – 3/31/2024   | April 15, 2024   | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2023 - 2024 - Q4</b><br>4/1/2024 – 6/30/2024   | July 7, 2024     | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2024 - 2025 - Q1</b><br>7/1/2024 – 09/30/2024  | October 15, 2024 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |

|  |                  |  |
|--|------------------|--|
| <b>FY 2024 - 2025 - Q2</b><br>10/1/2024 – 12/31/2024 | January 15, 2025 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2024 - 2025 – Q3</b><br>1/1/2025 – 3/31/2025   | April 15, 2025   | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2024 - 2025 - Q4</b><br>4/1/2025 – 6/30/2025   | July 7, 2025     | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2025 - 2026 - Q1</b><br>7/1/2025 – 9/30/2025   | October 15, 2025 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2025 - 2026 - Q2</b><br>10/1/2025 – 12/31/2025 | January 15, 2026 | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2025 - 2026 - Q3</b><br>1/1/2026 – 3/31/2026   | April 15, 2026   | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |
| <b>FY 2025 – 2026 - Q4</b><br>4/1/2026 – 6/30/2026   | July 7, 2026     | Invoice w/Supporting Documents, Narrative Report, Performance Measure Statistics |

M. Contractor shall email copies of the original, signed invoices and activity reports to the Probation Department's Fiscal Services Unit at [prob\\_accounts\\_payable@smcgov.org](mailto:prob_accounts_payable@smcgov.org).

N. Remittance Address:

Fresh Lifelines for Youth, Inc.  
Sobrato Center for Nonprofits  
568 Valley Way  
Milpitas, CA 95035

### **Performance Measures**

| <b>Performance Measures</b>  | <b>FY 2023-24 Target</b> | <b>FY 2024-25 Target</b> | <b>FY 2025-26 Target</b> |
|--|--------------------------|--------------------------|--------------------------|
| Youth will report they now have access to a positive adult role model (Law Program)              | 80%                      | 80%                      | 80%                      |
| Youth will be less likely to commit crimes and more likely to make healthy choices (Law Program) | 75%                      | 75%                      | 75%                      |
| Youth will gain the skills to resist negative peer pressure (Law Program)                        | 80%                      | 80%                      | 80%                      |
| Youth will report school improvement in attendance or performance (Law Program)                  | 80%                      | 80%                      | 80%                      |
| Number of youth who receive Reentry services   | 30                       | 30                       | 30                       |

