

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND YOUTH LEADERSHIP INSTITUTE**

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, hereinafter called "County," and the Youth Leadership Institute hereinafter called "Contractor";

W I T N E S S E T H:

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 alcohol and other drug prevention services.

Whereas, the award of this Agreement is made pursuant to:

1. Federal Catalog Number (CFDA): #93.959
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Period of Performance: 7/01/21-6/30/22
4. Federal Awarding Agency: DHCS
5. Federal Award Project Description: Substance Abuse Prevention and Treatment (SAPG) Block Grant

Whereas, the County is hereby awarding the following Federal Funds:

1. Amount of Federal funds obligated by this action to sub-recipient: TWO HUNDRED NINE THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$209,629).
2. This is not a Research and Development Award

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

1. Exhibits and Attachments

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

- Exhibit A—Description of Services
- Exhibit B—Payments and Rates
- Attachment A—Deliverable Options
- Attachment B—Deliverables Payment

Attachment C—Fingerprint Certification
Attachment D—Payor Financial Form
Attachment E—Fingerprinting Certification
Attachment I—§ 504 Compliance
Attachment L—DHCS Legal and Regulatory Requirements
Attachment T—Disaster and Emergency Response Plan Sample Template

2. Definitions

1. “CCR” means the California Code of Regulations.
2. “CFR” means the Code of Federal Regulations.
3. “DUNS” means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means the California Government Code.
5. “OMB” means the Office of Management and Budget.
6. “PCC” means the California Public Contract Code.
7. “Reimbursable item” means “allowable cost” and “compensable item”.
8. “State” means the State of California.
9. “Contractor” means the Youth Leadership Institute since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
10. “USC” means the United States Code.
11. “W & I Code” means the California Welfare and Institutions Code.

3. 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.

4. 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. 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 FIVE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$562,267).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June will be due by June 1st to facilitate timely payment.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2022.

- A. This Agreement may be terminated by Contractor, the Chief of San Mateo County Health, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. 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 County and shall be promptly delivered to County. Upon termination, 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.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
 - 1. Threat against life, health or safety of the public (see exemption from notice requirement, above);
 - 2. A violation of the law or failure to comply with any condition of this Agreement;

3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
4. Failure to comply with reporting requirements;
5. Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension;
11. Contractor's organizational structure has materially changed; and
12. County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

1. Stop work as specified in the Notice of Termination;
 2. Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
 3. Terminate all subcontracts to the extent they related to the work terminated; and
 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.
- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:
- i. Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
 - ii. Disallow all or part of the cost of the service, activity or action not in compliance.
 - iii. Suspend the Agreement in whole or part.
 - iv. Suspend eligibility for future agreements
 - v. Other remedies that may be legally available, or shown in the Agreement.

6. Availability of Funds

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any 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 County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

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 the County and that Contractor acquires none 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.

- B. Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by

a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

9. 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third party entities.

10. 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 the forfeiture of any right to compensation under this Agreement.

11. Insurance

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.

A. **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.

B. **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:

- i. Comprehensive General Liability... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. 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.

12. **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (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. 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 or regulation, the requirements of the applicable law or regulation 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 4.106 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.

- A. Standards for financial management systems: Contractor and its subcontractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.
- B. Period of availability of funds: Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of this balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
- C. Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal,

state and local laws.

- D. Program income: Program income must be used and accounted for as specified in CFR, Title 2.
- E. Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.
- F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.
- G. Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

13. Non-Discrimination and Other Requirements

Contractor shall comply with all applicable anti-discrimination federal, state and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

Equal Access to Federally Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.

Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

Contractor assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 USC § 12101, *et seq.*]

- 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 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. 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.* Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
- 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 Manager 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such thirty (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 Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- 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 three (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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

14. Compliance with Contractor 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 if this Agreement's total value listed in Section 4 above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- 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 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 representatives, 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.

- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director shall be deemed to be properly given when both: (1) 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: Edith Cabuslay/Program Service Manager
Address: 310 Harbor Blvd., Building E, Belmont, CA 94002
Telephone: (650) 573-2227
Facsimile: (650) 802-6440
Email: ecabuslay@smcgov.org

In the case of Contractor, to:

Name/Title: Patricia Barahona/Chief Executive Officer
Address: 209 9th Street, Suite 200, San Francisco, CA 94103
Telephone: (415) 836-9160
Facsimile: (415) 836-0071
Email: pbarahona@yli.org

19. 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.

20. Conflict of Interest

- A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or

other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

21. Debarment, Suspension, and Other Responsibility Matters

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to the County Behavioral Health and Recovery Services (“BHRS”) in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by BHRS.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by BHRS.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors’ debarment/suspension status.

22. Contractor’s Staff

- A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and BHRS for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

23. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such

failure.

24. Commencement of Work

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until the contract is approved.

25. Records

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or

inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.

- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

26. Access

Contractor shall provide access to the federal, state or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit

- A. Contractor shall arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through BHRS.

- B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

1. Ensuring that a subcontractor that has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc.);
4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of

- each federal award or program;
- b. Records that identify adequately the source and application of funds for each federally funded activity;
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
 - d. Comparison of expenditures with budget amounts for each federal award;
 - e. Written procedures to implement the requirements of 2 CFR 200.305; and
 - f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR § 200.302]
5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
6. Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.
- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
 2. Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
 3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and

the schedule of findings and questioned costs [2 CFR § 200.515]; and

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor shall cooperate with and participate in any further audits which may be required by County.

29. Dissolution of Entity

Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

30. Information Integrity and Security

A. Information Assets

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State

Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the County programs and services; and
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

31. Security Incident Reporting

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to BHRS immediately upon detection.

32. Notification of Security Breach to Data Subjects

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

33. Software Maintenance

Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

34. Electronic Backups

Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

35. Right in Data

- A. Rights in Data
 - 1. Contractor shall not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by

this Agreement without the express written consent of BHRS. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by BHRS. BHRS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term “subject data” means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

36. Transition Plan

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
 1. Description of how clients will be notified about the change in their service provider;
 2. A plan to communicate with other organizations that can assist in locating alternative services;
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 4. A plan to evaluate clients in order to assure appropriate placement;
 5. A plan to transfer any client records to a new contractor;
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations;

7. A plan for adequate staff to provide continued care through the term of the contract;
 8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

37. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

38. Compliance With Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

39. Program Changes

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

In witness whereof, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by the Contractor certifies that the Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

YOUTH LEADERSHIP INSTITUTE



Contractor's Signature

Date: 11/3/21

EXHIBIT A – SERVICES
YOUTH LEADERSHIP INSTITUTE
FY 2021 – 2022

Behavioral Health and Recovery Services (BHRS) provides a continuum of comprehensive services to meet the complex needs of our clients and is designed to promote healthy behavior and lifestyles (a primary driver of positive health outcomes). A full range of high quality services is necessary to meet the varied needs of the diverse population residing in San Mateo County. As financing, program structure and redesign changes occur, the services within this agreement may fluctuate or be further clarified.

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In providing its operations, Contractor will maintain compliance with the requirements listed and referred to in the San Mateo County Behavioral Health and Recovery Services (BHRS) Alcohol and Other Drug Services (AOD) Policy and Procedure Manual. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Policy and Procedure Manual located at <http://smchealth.org/bhrs/aod/handbook>, and is incorporated by reference herein.

A. Tobacco Prevention Services

1. Smoke Free Housing

- a. In partnership with local elected officials and residents/associations, this project will promote youth/young adult leadership while supporting community-based tobacco-control education/advocacy. YLI will coordinate youth/young adults to work with jurisdiction(s) regarding smoke-free housing policy and/or flavored tobacco policy.
- b. In partnership with the San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will coordinate a multi-jurisdictional policy initiative to promote and raise public awareness regarding smoke-free multi-unit housing and flavored tobacco jurisdictions that include but are not limited to: Menlo Park, East Palo Alto, and Colma.

- c. Contractor shall complete activities/events as described in Attachment D.

B. Prevention Education and Collaboration

Contractor is responsible for participating in county-wide efforts to reduce the impact of alcohol and other drugs through prevention education, collaboration with partners (residents, community organizations, government, health providers, law enforcement, businesses, faith leaders, etc.). Contractor shall advocate for policies and/or research of policies, and continued capacity building through professional development.

Contractor shall provide prevention activities for the following topics: alcohol, cannabis, opioids, and overarching prevention efforts. Each topic shall include one (1) or more of the following: community education, merchant education, media, policy advocacy, parent engagement, youth leadership engagement, and social determinants of health.

1. Cannabis Prevention

- a. Community Education
 - i. Attend national, state, regional, and local conferences/trainings to learn evidence-based best practices for cannabis community education.
 - ii. Provide Cannabis/Vaping Presentations
- b. Policy Advocacy
Meet with local policymakers to educate about the impacts of cannabis and to gauge interest in policy options.

2. Alcohol Prevention

- a. Community Education
 - i. Attend national, state, regional, and local conferences/trainings to learn evidence-based best practices for alcohol community education.
 - ii. Provide alcohol presentations.
- b. Policy Advocacy

Meet with local policymakers to educate about the impacts of alcohol and gauge interest in policy options.

3. Opioids Prevention

- a. Community Education
 - i. Attend local, regional, state, and national conferences/trainings to learn evidence-based established practices for ATOD education.
 - ii. Provide up to ten (10) community education presentations on what opioids are and how they affect the body
- b. Media Education
 - i. Conduct youth-led surveys (500) of Half Moon Bay schools to help inform youth-informed focus groups (2). Conversations will be focused around opioid access and opioid prevention.
 - ii. Disseminate flyers to advertise Med-Project prescription take-back locations and/or advertise the phone number receiving envelopes.
- c. Policy Advocacy

Meet with local policymakers to educate about the impacts of opioids and gauge interest in policy options.
- 4. Healthy Online Platforms for Everyone (HOPE) – Coordination Activities – Social Media
 - a. Adapt existing presentation templates and social media toolkit as needed throughout the campaign
 - b. Conduct at least one (1) monthly meeting with the HOPE youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning.
 - c. Hold quarterly General Coalition meetings to review and provide feedback on workgroup products.
 - d. Hold two to three (2 – 3) monthly HOPE workgroup meetings to review and provide feedback on workgroup products.
 - e. Review & update (if necessary) strategic plan for the work of the HOPE coalition.
 - f. Engage social media companies in protecting youth through education and advocacy efforts.
 - g. Submit an abstract on HOPE to the American Public Health Association Annual Meeting.

5. Overarching Prevention Activities
 - a. Conduct Hallmark Event that highlights work completed by Contractor during the fiscal year and/or provides AOD-related learning opportunities for the community.
 - b. Youth Leadership Engagement
 - i. Engage at least ten (10) Half Moon Bay High School youth in a youth leadership engagement program. This group will serve as the Friday Night Live Roadmap Chapter. A Roadmap Chapter engages youth, utilizing youth development principles and practices as a platform, to implement a Roadmap project process. The Roadmap is a guide that takes youth and adult partners through a strategic prevention framework implementation process. The project will focus on changing the environment around alcohol or other drugs.
 - ii. Conduct at least monthly meetings with the Pilarcitos or Cunha youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning.
 - c. Social Determinants of Health (SDOH)
 - i. Attend community meetings (such as School Wellness Alliance meetings with school officials and County staff, nonprofit organizations and city collaboration meetings, etc.) to build your organization's capacity to address the SDOH (such as transportation, housing, immigration issues, etc.) with policy makers. Contractor will learn how SDOH connects to AOD use.
 - ii. Advocate for community and/or policy makers to address the SDOH in order to minimize AOD use in your community.
 - d. Administrative Activities
 - i. Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance.
 - ii. Input summary of activities completed into statewide database by the 5th of the month.
 - iii. Administrative functions which will be measured through the annual site visit.
 - iv. Collect at least one hundred (100) evaluation surveys for community education presentations.

- v. Communicate and partner for technical assistance with County Evaluator.
 - vi. Submission of updated Cultural Humility Plan.
 - vii. Submit End of Year Report.
 - viii. Staff will attend monthly AOD All-County Prevention meetings.
- e. Crushing the Curve Activities
 - i. Assist with facilitating Crushing the Curve Youth Council
 - ii. Provide stipends to San Mateo County Crushing the Curve Youth Council participants.
 - iii. Any resources not expended in this section can be used in other sections with approval of their contract monitor.
 - f. Check Planning Commission agendas countywide regularly for AOD-related agenda items. Notify AOD Coalition Coordinator of agenda items.
6. Contractor shall complete monthly and annual deliverables as described in Attachment A.

C. Help@Hand Peer-led Outreach and Engagement

The Help@Hand (formerly Tech Suite) project is complimentary support for behavioral health that offers a bridge to care, helps identify early warning signs of behavioral health needs, offers timely support if needed, requires less effort and removes some barriers a consumer or family may face when seeking conventional behavioral health or wellbeing services.

The goal of Help@Hand Peer-led Outreach and Engagement is to support transition aged youth (TAY) in the use of Help@Hand web-based solutions (including applications or “apps”) to engage, educate and provide access to behavioral health services when needed, especially for those who struggle connecting with traditional in-person supports or may need additional supports.

These goals will be achieved by conducting broad culturally appropriate outreach, promoting the use of the Help@Hand web-based solution(s) and guiding and supporting users, including providing linkages to in-person services as needed.

1. Target Populations

The target population for these services includes transition aged youth (ages 15-25) throughout San Mateo County who may be

struggling to connect with traditional in-person behavioral health supports or may need additional supports.

2. Services to be Provided

Administrative and program management services will be provided to conduct the outreach and engagement for the Help@Hand. Services include staff recruitment, training and supervision, community outreach and engagement, participation in the statewide County Help@Hand Collaborative, and data collection.

a. Staffing

- i. 1.0 FTE Peer Program Specialist to coordinate the outreach and engagement, support services, and other contract activities.
- ii. Identify 1.0 FTE Peer Outreach Worker(s) "Help@Hand Ambassadors" to conduct outreach and engagement of youth with the web-based solutions.
- iii. Contractor shall recruit staff who give the program the broadest ethnic/cultural and linguistic coverage possible.
- iv. Contractor shall provide administrative, supervisory, and training services necessary to oversee this program.

b. Train new Peer Program Specialist and Peer Outreach Workers. Each Peer Program Specialist and Help@Hand Ambassador hired by the contractor is required to:

- i. Attend a BHRS-sponsored training with the Help@Hand vendors to learn about the web-based solutions, understand how to use the features and build capacity to teach others about the Help@Hand web-based solution(s), including providers.
- ii. Attend 8 hours of BHRS-sponsored training on peer advocacy, peer ambassador skill development and/or other trainings by/from peers.

c. Provide outreach and engagement services focused on encouraging community members to use the Help@Hand web-based solution(s). This will include:

- i. Identify strategic access points to reach individuals who may be struggling to connect with traditional in-person supports, e.g. primary care health providers, faith-based organizations, grocery/convenient stores, community colleges, schools, peer mentors, case

- managers, youth services and other key stake holders than can support outreach.
- ii. Conduct education and outreach to encourage use of the Help@Hand web-based solution(s) for both piloting and implementation phases of the project.
 - iii. Develop and/or tailor outreach and educational materials about the Help@Hand web-based solution(s) to meet specific target population interest or needs.
 - iv. Assist in training BHRS staff and community partners in how to access the Help@Hand web-based solution(s), specifically bringing the peer perspective to the benefits of empowerment, self-management and self-care to clients' recovery.
 - v. Utilize, review and understand each behavioral health web-based solutions in order to effectively support individuals on the effective use of the technology, e.g. in the peer chat feature, users can change their peer listeners to find someone they feel the most comfortable with.
 - vi. Guide and support potential users: start with listening, help them sign up, show them how to access any relevant features (chats, self-care exercises, growth paths, etc.), explore questions and reinforce that the program is augmentative and does not replace treatment or face-to-face interactions with behavioral health providers.
 - vii. Refer and support potential users with accessing in-person services as needed such as connecting community members and clients/consumers with helpful resources like WRAP, personalized outreach and/or transit options as needed. This is in addition to using the web-based solutions.
- d. Gather end-user input and feedback on ease of use, content relevance, and personal benefit of the web-based solutions and offer recommendations for improvement.
- e. Participate in the Help@Hand Advisory Committee. BHRS Office of Diversity and Equity will convene and facilitate a Help@Hand Advisory Committee. The purpose of the Committee is to have a forum for members to provide input and oversight of the Help@Hand project.

The Contractor will collaborate with BHRS and the Help@Hand Advisory Committee. Contractor participation in the Help@Hand Advisory Committee will:

- i. Encourage representation from their target communities in the Help@Hand Advisory Committee.
 - ii. Prepare and support peers interested in participating in the Help@Hand Advisory Committee.
 - iii. Help@Hand Advisory Committee members may:
 - 1) Provide input and feedback related to the design and customization of the Help@Hand web-based solution(s), e.g. making the online images and language culturally appropriate, having relevant Personal Wellness Avatar interventions offered to consumers on an ongoing basis.
 - 2) Recommend additional features to prioritize for the target communities, e.g. for youth in crisis, the capacity to identify and show on a local map, safe places for youth to go when in need;
 - 3) Provide input on implementation, user experience and support services; and
 - 4) Provide input and review evaluation activities.
- f. Throughout the duration of this contract the contractor will participate in ongoing collaborations with the statewide County Help@Hand Collaborative, this may include:
- i. Attendance on monthly statewide peer calls and
 - ii. Attendance on County and collaborative calls as needed.
 - iii. Provide guidance regarding peer role standards and assurance that peer voice is represented at all levels of the project.

3. Outcomes

- a. Provide 50,000 'Impressions' of people learning about the Help@Hand web-based solution(s).
- b. Train 5 Community Based Organizations to become Technology Ambassadors to provide Help@Hand supports and serve as a referral source.
- c. Provide 20 live presentations and trainings in the community.
- d. Contractor shall sign up 150 transition aged youth for the Help@Hand web-based solution(s) (based on technology analytics) and provide demographic data.

- e. Develop educational materials about the Help@Hand web-based solution(s) to specific target populations.

4. Data Collection

Contractor will track clients, demographics, outreach and engagement conducted and collect and report the following data quarterly throughout the life of the contract and in a final report.

- a. Number and demographics of individuals meaningfully engaged;
- b. Total number of 'impressions' of people learning about the Help@Hand web-based solution(s);
- c. Total number of community partners trained;
- d. Description and number of activities, presentations, group or community outreach events held;
- e. Total number of people attended each activity, group or presentation;
- f. Total number of people assisted in signing up for the Help@Hand web-based solution(s);
- g. Implementation success and challenges; and
- h. Clients stories, with appropriate consent include pictures and/or quotes from the client.

5. Evaluation

Contractor will participate and facilitate evaluation activities as determined by BHRS. Data sources to support the evaluation may include:

- a. Participant Survey: The County may gather quantitative data through surveys on the Help@Hand web-based solution(s) that invite clients/consumers to rate their wellness and recovery.
- b. Focus Groups and Interviews: The County may gather qualitative data through a process of interviews and focus groups with the target populations about their experience using the web-based solution(s) and their perspective on the

extent to which they engaged in the web-based solution(s) and whether it supported their wellness and recovery, access to both in-person and online services and to understand the level of engagement of the target participants due to the participation.

- c. Help@Hand Usage Data: Evaluation data will be gathered about who is engaging in the Help@Hand web-based solution(s) and their level of engagement to understand how the technology is engaging target participants.

D. Coastside Collaborative Co-Chair

Contractor shall designate a Co-Chairman of the Coastside Collaborative, which targets a broad community network with the intention to strengthen service collaboration, coordination and integration in the Coastside region of San Mateo County.

The Co-chair will share equal responsibility with another co-chair from the new Coastside Multicultural Wellness Center. The co-chair shall be responsible for, but not limited to the following:

1. Monthly Meeting
 - a. Plan, host and facilitate meetings and relevant materials; produce an agenda; take minutes, collect sign-in sheets, and inform participants about monthly meetings.
 - b. Documentation of activities will be saved and submitted along with monthly invoices to the BHRS manager.
2. In collaboration with Coastside Collaborative participants, identify priorities/goals for the collaborative that includes but not limited to:
 - a. Promoting youth-focused and community capacity building activities to the Coastside region; and
 - b. An advisory role for the new Coastside Multicultural Wellness Center.
3. Coordinate with the BHRS Office of Consumer and Family Affairs to support and stipend clients and family members participation in the meetings.
4. Monthly reports to BHRS shall include the following:

- a. Meeting agendas, minutes, sign-in sheets and any other relevant documentation.

E. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic,

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that

services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations. CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

2. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

3. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about

these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more

information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ode@smcgov.org to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

A. Tobacco Prevention

Goal: Increase the number of smoke-free multi-unit housing units in San Mateo County.

Objective: In partnership with local elected officials and housing residents/associations, at least one (1) jurisdiction will consider a smoke-free multi-unit housing policy.

B. Prevention Education and Collaboration

Goal: Increase community awareness and education of the harms of alcohol and other drug use.

Objective: Ninety percent (90%) of identified activities and deliverables will be completed annually as referenced in Attachment A.

C. Peer-led Outreach and Engagement for Behavioral Health Technology Interventions

Goal: To support transition aged youth in the use of the Help@Hand web-based solution(s) aimed to engage, educate and provide access to behavioral health services and supports

Objective 1: At least 150 transition aged youth will sign up to use Help@Hand web-based supports.

Objective 2: At least 5 agencies/programs will be trained about the Help@Hand supports.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
YOUTH LEADERSHIP INSTITUTE
FY 2021 – 2022

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

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$562,267).

B. Tobacco Prevention Services

The total amount County shall be obligated to pay Contractor for tobacco prevention services shall not exceed FORTY-TWO THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS (\$42,638) for the term of the agreement.

1. Contractor will provide services described in Attachment C in column “Major Activities”.
2. Contractor will invoice County per amount described in Attachment C column “Payment Per Event” upon completion of each major activity, and County will remit payment.

C. AOD Prevention

The total amount County shall be obligated to pay Contractor for Prevention Education and Collaboration services shall not exceed TWO HUNDRED NINE THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$209,629) for the one (1) year term.

1. Performance Requirements

Contractor will invoice for completed activities based on Price per Event costs outlined in Attachment B – Deliverable Payments. Adequate supporting documents will be submitted as stipulated in the Documents column of Attachment A – Deliverable Options. County and Contractor agree, in the event that Contractor fails to complete the deliverables as described in Attachment B – Deliverables Payment to the satisfaction of the County, Contractor shall invoice monthly for deliverables completed during the previous month.

2. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Attachment B – Deliverables Payment.

a. Contractor will provide the deliverables described in the approved Activities column.

b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Contract Monitor on a monthly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments

c. If it is determined that the Contractor has not met the Major Activities deliverables by the expected Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.

D. Help@Hand Peer-led Outreach and Engagement

The total amount County shall be obligation to pay Contractor for Help@Hand Peer-led Outreach and Engagement shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the term of the agreement.

1. For the term, July 1, 2021 through June 30, 2022, the total amount County shall be obligation to pay Contractor for Help@Hand Outreach services, shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).

2. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Personnel	\$161,875.94
• Benefits & Payroll Expenses (27%)	\$43,706.50
Total Payroll and Benefits	\$205,582.44
2. Operating Expenditures	
• Facilities, Equipment & Telecom	\$18,403.00
• 1099 3rd Party	\$22,500.00
• Program & Other Supplies	\$11,830.00
• Meetings & Conferences	\$1,500.00
• Travel & Related Expenses	\$1,504.00
• Indirect (15%)	\$39,130.23
Total Operating	\$94,417.43
GRAND TOTAL	\$300,000

E. Coastside Collaborative Co-Chair

Contractor shall be paid a maximum obligation of TEN THOUSAND DOLLARS (\$10,000) to serve as the Coastside Collaborative Co-Chair for the two (2) year term.

1. County shall pay Contractor TEN THOUSAND DOLLARS (\$10,000) for co-chair services. The monthly rate of payment by the County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or NINE HUNDRED ONE DOLLARS (\$833.33).

F. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

G. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.

- H. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- I. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- J. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- K. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables including PPSDS data submission requirements.

Invoices and reports for AOD Prevention are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
CHPU: Francesca Lomotan
310 Harbor Blvd., Building E
Belmont, CA 94002
FLomotan@smcgov.org

Invoices and reports for Tobacco Prevention Services are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
CHPU: Francesca Lomotan
310 Harbor Blvd., Building E
Belmont, CA 94002
FLomotan@smcgov.org

Invoices and reports for the Help@Hand Peer-led Outreach and Engagement and the Coastside Collaborative Co-Chair are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Doris Estremera
destremera@smcgov.org

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

- M. County May Withhold

Contractor shall provide all pertinent documentation requested by County. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan, documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

- N. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

- O. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at Modesto California, on November 3rd 2021

Signed  Title Chief Executive Officer

Agency Youth Leadership Institute”

*** END OF EXHIBIT B ***

**ATTACHMENT A – ACCEPTABLE DELIVERABLES
YOUTH LEADERSHIP INSTITUTE
FY 2021 – 2022**

Community Education	Documentation Required
1. Attend local, regional, state, and national conferences/trainings to learn evidence-based best practices for ATOD education.	Submit at least 2 of the following for each participant: <ul style="list-style-type: none"> • Certificate(s) of completion • Training agenda • Training slides • Registration confirmation
2. Conduct community presentations. This year will focus primarily on opioids and cannabis/vaping.	<ul style="list-style-type: none"> • Sign in sheets that show date, location, topic, at least 12 participants in each presentation
Healthy Online Platforms for Everyone – Coordination Activities – Social Media	Documentation Required
3. Adapt existing presentation templates and social media toolkit as needed throughout the campaign.	<ul style="list-style-type: none"> • Copy of updated presentation template and social media toolkit
4. Conduct at least 1 monthly meetings with the HOPE youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning. This activity will be different from Activity 15 and with different groups of youth from Activity 15. Year 4 to include stipends for youth who provide a function to the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc. Youth will be compensated \$3,850 for 10 youth for 11-month program meeting twice per month.	<ul style="list-style-type: none"> • Sign-in sheets • Meeting notes including date meeting was held, participants, and meeting outcomes • Check requests for youth stipends
5. Hold quarterly General Coalition meetings to review and provide feedback on workgroup products.	<ul style="list-style-type: none"> • Sign-in sheets • Meeting notes including date meeting was held, participants, and meeting outcomes
6. Hold 2-3 monthly HOPE workgroup meetings to review and provide feedback on workgroup products. Will not exceed total of 24.	<ul style="list-style-type: none"> • Sign-in sheets • Meeting notes including date meeting was held, participants, and meeting outcomes
7. Review & update (if necessary) strategic plan for the work of the HOPE coalition.	<ul style="list-style-type: none"> • Copy of strategic plan

<p>8. Engage social media companies in protecting youth through education and advocacy efforts</p>	<ul style="list-style-type: none"> Record of advocacy efforts
<p>9. Submit an abstract on HOPE to the American Public Health Association Annual Meeting</p>	<ul style="list-style-type: none"> Submission confirmation Copy of abstract submitted
<p>Media Education/Opioids</p>	<p>Documentation Required</p>
<p>10. Conduct youth-led surveys (500) of Half Moon Bay schools to help inform youth-informed (2) focus groups. Conversations will be focused around opioid access and opioid prevention. 1 youth survey (500 surveys) for \$2,500. 2 youth focus groups (8-10 people in each) - \$10,000 (\$5,000 each). Report out (report, recording, infographics, etc.). Incentives - \$700 (20 gift cards for participants, \$25 each, total of \$500, snacks \$200)</p>	<ul style="list-style-type: none"> Survey report Focus groups report Infographics Receipts for snacks and gift cards
<p>11. Disseminate flyers to advertise Med-Project prescription take-back locations and/or advertise the phone number receiving envelopes (100 flyers/\$208)</p>	<ul style="list-style-type: none"> Dissemination/Advertisement log
<p>Policy Advocacy</p>	<p>Documentation Required</p>
<p>12. Meet with at least 2 local policymakers to educate about the impacts of substances including opioids, cannabis, and alcohol, and gauge interest in policy options.</p>	<ul style="list-style-type: none"> List of policymakers, dates, topics discussed, and outcomes of contact
<p>13. Check Planning Commission agendas countywide regularly for AOD-related agenda items. Notify AOD Coalition Coordinator of agenda items.</p>	<ul style="list-style-type: none"> Copies of emails to AOD Coalition Coordinator
<p>Overarching Activities</p>	<p>Documentation Required</p>
<p>14. Conduct Hallmark event</p>	<ul style="list-style-type: none"> Outreach flyer for event Pictures of event Event agenda
<p>15. Engage at least 10 Half Moon Bay HS youth in a youth leadership engagement program. This group will serve as the Friday Night Live (FNL) Roadmap Chapter, follow FNL principles of youth leadership, and implement activities as stipulated in FNL statewide guidelines. The additional \$10,148 for FY 21/22 is due to COLA and payment for youth stipends and will not be paid for with FNL funding. FNL funding maximum per year is \$30,000. FY 21/22 to include stipends for youth who provide a</p>	<ul style="list-style-type: none"> List of youth involved in FNL Roadmap Chapter Documentation of activities conducted by group (flyers, agenda, notes, etc.) Annual FNL outcome report Check requests for youth stipends

<p>function to the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc.). Youth will be compensated \$7,700 for 10 youth for 11-month program meeting four times per month.</p>	
<p>16. Conduct at least monthly meetings with the Pilarcitos or Cunha youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning. This activity will be different from Activity 15 above and with different groups of youth from Activity 15. FY 21/22 to include stipends for youth who provide a function to the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc.). Youth will be compensated \$7,700 for 10 youth for 11-month program meeting four times per month.</p>	<ul style="list-style-type: none"> • Meeting agenda with dates, topics, and meeting outcomes Check requests for youth stipends
<p>Social Determinants of Health</p>	<p>Documentation Required</p>
<p>17. Attend community meetings to build your organization’s capacity to address the SDOH.</p>	<ul style="list-style-type: none"> • Meeting agenda • Meeting minutes with list of participants present
<p>18. Advocate for community and/or policy makers to address the SDOH in order to minimize AOD in your community.</p>	<ul style="list-style-type: none"> • Documentation of advocacy (picture of meeting with policymaker, meeting notes, etc.)
<p>Administrative Items</p>	<p>Documentation Required</p>
<p>19. Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance.</p>	<ul style="list-style-type: none"> • Meeting notes
<p>20. Input into statewide database by the 5th of the month.</p>	<ul style="list-style-type: none"> • Screenshots of data entered
<p>21. Administrative functions which will be measured through the annual site visit: Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,408 Option 2: If CAPs are needed, CAPs will be submitted within thirty (30) days of receipt of</p>	<ul style="list-style-type: none"> • Copy of completed site visit report • Evidence of completion of CAPs, if appropriate

site visit outcomes (pays \$2,704); AND completion of CAP activities within sixty (60) days (or within timeline negotiated with contract monitor) pays \$2,704.	
22. Evaluation: Collection of at least 100 evaluation surveys for community education presentations.	<ul style="list-style-type: none"> • Copies of evaluations • Evaluation report
23. Evaluation: Communication & TA partnering with County Evaluator	<ul style="list-style-type: none"> • List of meeting dates with duration and topics covered
24. Reporting: Submission of updated Cultural Humility Plan – Deadline of September 30 th each year	<ul style="list-style-type: none"> • Copy of plan
25. Reporting: Submission of End of Year Report – Deadline of July 30 th each year	<ul style="list-style-type: none"> • Copy of report
26. YLI staff will attend monthly AOD All-County Prevention meetings.	<ul style="list-style-type: none"> • Meeting notes
Crushing the Curve	Documentation Required
27. Assist with facilitating the Crushing the Curve Youth Council	<ul style="list-style-type: none"> • Notes from Youth Council Meetings and Prep Meetings
28. Provide stipends to San Mateo County Crushing the Curve Youth Council participants. \$17.19 x 200 hours x 2 youth.	<ul style="list-style-type: none"> • Check requests for youth stipends

**ATTACHMENT B - DELIVERABLES PAYMENT
YOUTH LEADERSHIP INSTITUTE
FY 2021 - 2022**

	ACTIVITY	NUMBER FY 21/22	PRICE PER EVENT FY 21/22	TOTAL FY 21/22
	COMMUNITY EDUCATION			
1	Attend local, regional, state, and national conferences/trainings to learn evidence-based best practices for ATOD education.	5	\$541	\$2,705
2	Conduct community presentations. This year will focus primarily focus on opioids and cannabis/vaping.	10 English, 2 Spanish	\$541, \$757 if in Spanish	\$6,924
	HEALTHY ONLINE PLATFORMS FOR EVERYONE - COORDINATION ACTIVITIES - SOCIAL MEDIA			
3	Adapt existing presentation templates and social media toolkit as needed throughout the campaign	2	\$1,082	\$2,164
4	Conduct at least 1 monthly meetings with the HOPE youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning. This activity will be different from Activity 15 and with diferent groups of youth from Activity 15. Year 4 to include stipends for youth who provide a function to the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc. Youth will be compensated \$3,850 for 10 youth for 11 month program meeting twice per month.	12	\$862	\$10,344

5	Hold quarterly General Coalition meetings to review and provide feedback on workgroup products.	4	\$1,082.00	\$4,328
6	Hold 2-3 monthly HOPE workgroup meetings to review and provide feedback on workgroup products. Will not exceed total of 24.	24	\$541	\$12,984
7	Review & update (if necessary) strategic plan for the work of the HOPE coalition.	1	\$5,408	\$5,408
8	Engage social media companies in protecting youth through education and advocacy efforts	2	\$2,500	\$5,000
9	Submit an abstract on HOPE to the American Public Health Association Annual Meeting	1	\$520	\$520
MEDIA EDUCATION/OPIOIDS				
10	Conduct youth-led surveys (500) of Half Moon Bay schools to help inform youth-informed (2) focus groups. Conversations will be focused around opioid access and opioid prevention. 1 youth survey (500 surveys) for \$2,500. 2 youth focus groups (8-10 people in each) - \$10,000 (\$5,000 each). Report out (report, recording, infographics, etc.). Incentives - \$700 (20 gift cards for participants, \$25 each, total of \$500, snacks \$200)	1	\$13,200	\$13,200
11	Disseminate flyers to advertise Med-Project prescription take-back locations and/or advertise the phone number receiving envelopes (100 flyers/\$208)	1	\$208	\$208
POLICY ADVOCACY				
12	Meet with at least 2 local policymakers to educate about the impacts of substances including opioids, cannabis, and alcohol, and gauge interest in policy options	2	\$541	\$1,082
13	Check Planning Commission agendas countywide regularly for AOD-related agenda items. Notify AOD Coalition Coordinator of agenda items.	12	\$300/month	\$3,600
OVERARCHING ACTIVITIES				

14	Conduct Hallmark event	1	\$5,200	\$5,200
15	Engage at least ten (10) Half Moon Bay HS youth in a youth leadership engagement program. This group will serve as the Friday Night Live (FNL) Roadmap Chapter, follow FNL principles of youth leadership, and implement activities as stipulated in FNL statewide guidelines. The additional \$10,148 for FY 21/22 is due to COLA and payment for youth stipends and will not be paid for with FNL funding. FNL funding maximum per year is \$30,000. FY 21/22 to include stipends for youth who provide a function to the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc.). Youth will be compensated \$7,700 for 10 youth for 11 month program meeting four times per month.	1	\$40,148 per year	\$40,148
16	Conduct at least monthly meetings with the Pilarcitos or Cunha youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning. This activity will be different from Activity 15 above and with different groups of youth from Activity 15. FY 21/22 to include stipends for youth who provide a function of the program (participant support costs) for planning/participation in a focus group, planning/participation in research-related activities, creating/conducting surveys, etc.). Youth will be compensated \$7,700 for 10 youth for 11 month program meeting four times per month.	33	\$970	\$32,010
SOCIAL DETERMINANTS OF HEALTH				

17	Attend community meetings to build your organization's capacity to address the SDOH	6	\$216	\$1,296
18	Advocate for community and/or policy makers to address the SDOH in order to minimize AOD in your community	2	\$541.00	\$1,082
ADMINISTRATIVE ITEMS				
19	Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance	12	\$108	\$1,296
20	Input into statewide database by the 5th of the month.	12	\$216	\$2,592
21	Administrative functions which will be measured through the annual site visit: Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,408;	1	\$5,408	\$5,408
	Option 2: If CAPs are needed, CAPs will be submitted within thirty (30) days of receipt of site visit outcomes (pays \$2,704); AND completion of CAP activities within sixty (60) days (or within timeline negotiated with contract monitor) pays \$2,704			
22	Evaluation: Collection of at least 100 evaluation surveys for community education presentations	1	\$1,040	\$1,040
23	Evaluation: Communication & TA partnering with County Evaluator	3	\$208	\$624
24	Reporting: Submission of updated Cultural Humility Plan – Deadline of September 30th each year	1	\$520	\$520
25	Reporting: Submission of End of Year Report – Deadline of July 30th each year	1	\$520	\$520
26	YLI staff will attend monthly AOD All-County Prevention meetings.	12	\$216	\$2,592
CRUSHING THE CURVE				
27	Assist with facilitating Crushing the Curve Youth Council	1	\$39,958	\$39,958

28	Provide stipends to San Mateo County Crushing the Curve Youth Council participants. \$17.19 x 200 hours x 2 youth.	1	\$6,876	\$6,876
	TOTAL			\$209,629

Attachment C - Youth Leadership Institute
July 1, 2021 - December 31, 2021

Agency Name	Youth Leadership Institute
Project Title	Smoke-free Housing

Smoke-free Housing Goal: In partnership with local elected officials and residents/associations in jurisdiction(s) determined by the Smoke-Free Multi-Youth Leadership Institute will coordinate youth to advocate for the jurisdiction(s) to implement a smoke-free housing policy designating a minimum c smoke-free (including patios and balconies).

Project Description

In partnership with the San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will par raise public awareness, educate on smoke-free multi-unit housing in jurisdictions that include, but are not limited to: Colma, Menlo Park, or East Palo

#	<u>Major Activities</u>	<u>Funding Source</u>	<u>Completion Date</u>	<u>Documentation/Process Measures</u>	<u>Payment Per Event</u>
A	At least one staff person will participate in one- 1 hr MUH Workgroup call/meeting per month or as determined by workgroup up to a maximum of 6 meetings.	Prop 99/56	12/31/2021	Workgroup Minutes (maintained by staff)	\$100
B	At least one staff person will attend and provide status update on the project at each of the four -2 hr TEC meetings per year.	N/A	12/31/2021	Coalition Meeting Minutes (maintained by staff)	\$0

H	Provide 10 hours of direct training to youth or young adult advocates to increase understanding of the impact of SDOH including but not limited to: secondhand smoke and flavored tobacco on youth and communities of color, as well as skill building in the following areas: public speaking, social media, and storytelling for the project. Promote training to youth-serving organizations and/or school district students such as Jefferson Union School District and Sequoia Union High School District students.	Prop 99/56	12/31/2021	Log of training topics, agendas, sign-in sheets	\$320
Y	Participate in 1, 10-15 minute radio talk show program(s) or podcast(s) on smoke-free MUH adoption and/or implementation and public health success of tobacco prevention campaigns to reduce secondhand smoke exposures. Finalize talking points with youth input.	Prop 99/56	12/31/2021	Copy of Talking Points and Radio Programming Schedule	\$2,087.50
Z	Prepare and facilitate monthly TEC Retail Workgroup Meetings, including: agenda development meetings with TPP County Staff, notetaking, and finalizing meeting minutes.	MSA	12/31/2021	Meeting Notes; Meeting Agendas	\$300.00

Project Total

-Unit Housing Workgroup,
of 100% of their units as

participate - to promote,
) Alto.

<u>Max # of Events (NOT per hr)</u>	<u>Total</u>
6	\$600
2	\$0

10	\$3,200
1	\$2,087.50
6	\$1,800
	\$7,687.50

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Youth Leadership Institute
Name of Contractor


Signature of Authorized Official

Patricia Barahona
Name (please print)

Chief Executive Officer
Title (please print)

11/3/21
Date