

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

THIS AGREEMENT, entered into this _____ day of _____,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and YOUTH LEADERSHIP INSTITUTE, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of alcohol and other drug treatment services, and tobacco education.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment A—Project CASA (Smoke-free Housing Project)

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$129,779).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2014.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

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

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

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

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
Mental Health Services
225 37th Avenue
San Mateo, CA 94403

Or

San Mateo County
Community Health
Tobacco Prevention Program
2000 Alameda de las Pulgas
San Mateo, CA 94403

In the case of Contractor, to:
Youth Leadership Institute
28 Second Street, Suite 400
San Francisco, CA 94105

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH LEADERSHIP INSTITUTE


Contractor's Signature

Date: 8/8/13

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A – SERVICES
YOUTH LEADERSHIP INSTITUTE
2013 – 2014

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

I. FRIDAY NIGHT LIVE AND CLUB LIVE

- A. Contractor will provide the following alcohol and drug prevention services, which include countywide coordination of Friday Night Live and Club Live, member group support, training, and technical assistance.

In providing its services and operations, Contractor will maintain compliance with requirements of the San Mateo County Alcohol and Other Drug Services (AOD) Provider Handbook including additions and revisions, incorporated by reference herein and is located at: <http://www.aodsystems.com/SMC/Index.htm>. is incorporated by reference herein.

1. Friday Night Live and Club Live Coordination

- a. Contractor shall be responsible for the Countywide coordination and support of Friday Night Live (FNL) and Club Live (CL) alcohol and drug prevention services. Contractor will submit an annual detailed Work Plan to the AOD Administrator or designee for approval. The work plan will include:
- i. Provide FNL/CL Chapter and Advisor support for a minimum of ten (10) FNL/CL Chapters of which four (4) chapters will engage in Environmental Prevention Action Projects.
 - ii. Develop and maintain the FNL Countywide Youth Coalition.
 - iii. Develop training materials for youth-led/youth-adult partnership facilitated environmental prevention and/or policy advocacy efforts.
 - iv. Provide training and technical assistance.
 - v. Complete evaluation and reporting activities.
 - vi. Support local FNL/CL participation in countywide, regional, and statewide opportunities.
 - vii. Maintain Membership In Good Standing (MIGS) of the State FNL Network by meetings standards of the network to ensure program quality and accountability. The MIGS criteria reflects and demonstrates prioritized evidence based youth development practices prevention strategies to achieve FNL outcomes.

b. Work Plan and Budget Development and Approval

- i. Contractor will develop a detailed Implementation Work Plan which will include, but is not limited to, all activities listed in Section II.A. of this Exhibit A above.
- ii. Contractor will develop a Budget consistent with the scope of work reflected in the Work Plan.
- iii. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:
 - 1) Work Plan shall align with the Behavioral Health and Recovery Services (BHRS) Prevention Framework and the AOD Strategic Prevention Framework. These documents are located in the AOD Provider Handbook described in Section I. of Exhibit A.
 - 2) Work Plan objectives shall be identified and strategies shall be developed with youth and community input as appropriate, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
 - 3) Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - 4) Changes to the Work Plan and/or corresponding budget are subject to approval by the County AOD Administrator or designee.

c. Work Plan Implementation:

1. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
2. Participate in AOD sponsored activities.

B. Administrative and Reporting Requirements

1. CalOMS Prevention Data Collection and Reporting

- a. Enter data on a regular basis (as services occur) documenting the Contractor's activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the AOD Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
 - b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of contracted activities. The link to the Web-based CalOMS Prevention data system is: <https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 - c. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.
2. Implementation Progress Reporting
- a. Maintain documentation of all activities.
 - b. Contractor shall document progress, including successes, challenges, participation by adult allies, community residents, youth, and other sector representatives, and timeliness.
 - c. Contractor shall document progress, including successes, challenges, participation by adult allies, community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format approved by the County AOD Administrator or designee.
3. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
4. Contractor shall report hours of staff availability dedicated to AOD prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined by one thousand seven hundred eighty-seven (1,787) hours, and are equivalent to one (1) full time employee.

- a. Hours of staff availability and funding allocations for the FNL and CL program modalities are determined based on historical utilization. Currently eighty percent (80%) is for FNL and twenty percent (20%) is for CL. These percentages may be re-negotiated each fiscal year if a need is identified.

II. TOBACCO PREVENTION SERVICES

- 1. YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)
 - a. In partnership with San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will promote youth leadership while supporting community-based tobacco-control advocacy. YLI will coordinate a countywide youth tobacco prevention coalition—YO Mateo (Youth Organizing San Mateo County) to promote, raise public awareness, and advocate for policy and practices that increase housing resident access to smoke-free areas in Redwood City.
 - b. Smoke-free Housing Goal: In partnership with local elected officials and housing residents/associations in Redwood City, YO! Mateo will advocate for the jurisdiction to implement a smoke-free housing policy designating one hundred percent (100%) of their units as smoke-free (including patios and balconies).

III. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

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 650-573-2714 or jafrica@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 Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
- 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. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

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 for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (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, the contractor is expected to contact Access Call Center or their BHRS 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 Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

E. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

F. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General 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 (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

2. California Department of Healthcare Services

Contractors 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/publications/bulletins/part1/part1bull1.asp>

G. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

H. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

I. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

J. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

K. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

L. Staff Termination

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

M. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOALS AND OBJECTIVES

A. AOD - Prevention Services

Goal: Percentage of participants satisfied with the FNL programs.

Objective: Ninety percent (90%) of participants in San Mateo County Friday Night Live programs shall rate their experience as "agree" to "strongly agree" for all five FNL Youth Development Standards of Practice.

Data shall be collected by County with assistance from Contractor.

B. 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 in Redwood City, YO! Mateo will advocate for the jurisdiction to implement a smoke-free housing policy designating one hundred percent (100%) of their units as smoke-free (including patios and balconies).

EXHIBIT B – PAYMENTS AND RATES
YOUTH LEADERSHIP INSTITUTE
2013 – 2014

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 shall be to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Total 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 3 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 ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$129,779).

B. Friday Night Live and Club Live

1. County shall pay Contractor for Club Live Services one-twelfth (1/12) of the maximum amount per month, or ONE THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS AND THIRTY-THREE CENTS (\$1,496.33), not to exceed SEVENTEEN THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS (\$17,956).
2. County shall pay Contractor for Friday Night Live Services one-twelfth (1/12) of the maximum amount per month, or FIVE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-FIVE CENTS (\$5,985.25), not to exceed SEVENTY-ONE THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS (\$71,823).

C. Tobacco Prevention Services

1. YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)

- a. County shall pay Contractor for services described in Exhibit A. paragraph D.1., a maximum of FORTY THOUSAND DOLLARS (\$40,000).
 - b. Contractor will provide services described in Attachment C in column labeled Major Activities by the date listed in the column labeled Completion Date.
 - c. Contractor will invoice County per amount described in Attachment C column labeled Payment upon completion of each major activity, and County will remit payment.
- D. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior 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. Invoices and reports shall be sent to:

Behavioral Health and Recovery Services
BHRS – AOD Analyst
400 Harbor Blvd., Building E
Belmont, CA 94002

Family Health Services
Tobacco Prevention Program
TPP Project Director
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403

E. Required Fiscal Documentation

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the BHRS AOD program liaison for each fiscal year.

Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- G. The Chief of the Health System 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.
- H. 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.
- I. 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 the Health System or designee with thirty (30) days' notice.
- J. In the event this Agreement is terminated prior to June 30, 2014, 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 the Health System or designee.
- K. 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 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- L. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- N. County May Withhold Payment

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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Director, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

O. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20____

Signed _____ Title _____

Agency _____"

Attachment A – Project CASA (Smoke-free Housing Project)

Agency Name	Youth Leadership Institute
Project Title	YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)

Smoke-free Housing Goal: In partnership with local elected officials and housing residents/associations in one jurisdiction, YO! Mateo will advocate for the jurisdiction to adopt a smoke-free housing policy designating a minimum of 100% of their units as smoke-free (including patios and balconies).

Project Description

In partnership with San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will promote youth leadership while supporting community-based tobacco-control advocacy. YLI will coordinate a countywide youth tobacco prevention coalition—YO Mateo (Youth Organizing San Mateo County) to promote, raise public awareness, and advocate for policy and practices that increase housing resident access to smoke-free areas Redwood City.

<u>Objective 1</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
1. By June 30, 2014, youth and/or community members and staff will meet with 3-5 city council members in the jurisdiction to recommend consideration of a smoke-free housing ordinance which may include elements such as smoke-free common areas, 100% of smoke-free units, disclosure to new tenants of where existing smokers live, legal remedies for those affected by secondhand smoke, etc. Organize a meeting with the	1.a Initiate contact with council member(s), briefly introduce the project, and request a meeting.	10/30/13 11/30/13 12/30/13 2/28/14 4/30/14	Contact email/letter Contact email/letter Contact email/letter Contact email/letter Contact email/letter	\$1,000 \$1,000 \$1,000 \$1,000 \$1,000
	1.b Develop presentation and practice presentation at least once before meeting with the council member.	9/30/13	Presentation outline with talking points	\$1,500
	1.c. Conduct meetings and give	12/31/13	Meeting agenda with names	\$1,000

<p>elected official, share the harms of smoking in multi-unit housing, and recommend for consideration elements that could address the problem.</p>	<p>the council member a copy of the educational materials supporting the need for smoke-free housing, as well as an educational packet.</p>	<p>3/31/14 5/31/14</p>	<p>of all attendees</p>	<p>Per meeting</p>
	<p>1.d Request a formal consideration by the council member as well as recommendations for next steps to consider a smoke-free housing ordinance.</p>	<p>12/31/13 3/31/14 5/31/14</p>	<p>Signed endorsement or meeting notes/email indicating next steps</p>	<p>\$1,500 Per meeting</p>
	<p>1.e Follow-up with recommendations from the councilmember. Reply with a thank you note, responses to any unanswered questions, and contact any additional council members or staff who were recommended to you by the council member. If invited, present to a city council meeting and consult with Tobacco Prevention Program, Technical Assistance Legal Center, and/or other partners to assist the city.</p>	<p>12/31/13 3/31/14 5/31/14</p>	<p>Thank you letter, follow-up materials, correspondence to other staff/elected officials</p>	<p>\$500 Per event</p>

<u>Objective 2</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>2. By June 30, 2014, build the Tobacco Education Coalition smoke-free housing campaign by recruiting project advocates, training these advocates about smoke-free housing issues and strategies, developing a strategy chart to identify routes of attaining project goals, attending Smoke-free Housing workgroup and Tobacco Education Coalition collaborative meetings and events, and participating in policy advancement and networking opportunities such as Capitol Information and Education Days and regional housing conferences.</p>	<p>2.a. Recruit 4-8 youth member advocates for YO! Mateo youth coalition.</p>	<p>9/30/11</p>	<p>List of youth/community member advocates full contact information, including demographic data, and location of recruitment</p>	<p>\$800 (\$100 per advocate)</p>
	<p>2.b. Provide tobacco youth advocacy training series of 6 hours of skill and knowledge development to Smoke-Free Housing Workgroup youth and 75% of staff.</p>	<p>11/30/13 3/31/14</p>	<p>Schedule of training series, training outlines, and evaluations from trainings Schedule of training series, training outlines, and evaluations from trainings</p>	<p>\$1,500 \$1,500</p>
	<p>2.c. Strategize with YO! Mateo which communities will be targeted for the smoke-free housing campaign. With the assistance of the Tobacco Prevention Program, go through a one-session strategic planning session to determine targets and tactics.</p>	<p>12/31/13</p>	<p>Completed Midwest Academy Strategy Chart</p>	<p>\$1,500</p>

	2.d. Regularly attend and participate in Smoke-Free Housing Workgroup collaborative meetings (in person or by telephone). These meetings will be scheduled between every month to 6 weeks.	6/30/14	Attendance as noted by Tobacco Prevention Program staff	\$1,000 (invoiced after 4 mtgs)
	2.e. Attend 2 special events in FY 13-14 that will be appropriately budgeted for in an effort to increase visibility of the project and to inform decision makers about the project. One of the two special events must be selected from the following list: Capitol Information and Education Days (May event in Sacramento), Local Information and Education Days (October local visit with legislators), or a local housing conference such as Housing Leadership Day (November event locally).	11/30/13 6/15/14	Registration materials/confirmed visit appointment/verification of complete event attendance and agenda Registration materials/confirmed visit appointment/verification of complete event attendance and agenda	\$1,600 \$1,600
	2.f. On a quarterly basis, YO! Mateo youth with support of YLI staff will utilize 1 social media outlet (smcsmokefreehousing.org or via TEC Facebook Page) to provide testimonial/blog on community engagement experience and campaign development. Entries will include photos of youth in action and YLI staff will work collaboratively with TPP to	9/30/13 12/30/13 3/30/14 6/30/14	Print out of completed blog/testimonial (including url) with photo entry on appropriate social media platform	\$3500 (billed \$1000 per entry for the first three and \$500 for the last)

	<p>identify writing prompts.</p> <p>2.g. Prepare a final written 5-page report about all objectives in the project that addresses successful strategies, lessons learned, and the organization's ideas about how to further advance the work. Conduct a 10-minute presentation to the Tobacco Education Coalition describing the primary goals of project, outcomes, and highlights from written report.</p>	6/30/14	Final written report and PowerPoint presentation	\$2,500
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<u>Objective 3</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>3. By May 30, 2014, youth and/or community members and staff will conduct one-on-one, 15 minute educational visits regarding smoke-free housing with any of the following or similar: local housing authorities, local property associations, community associations. The contact will be given an educational packet describing the benefits of jurisdiction wide smoke free multi-unit housing policies and steps that individuals can take to advance the policies.</p>	<p>3.a. Review property owner and associations contacts from TPP and conduct research to determine appropriate agencies to contact to set up presentations.</p>	<p>10/30/13 4/30/14</p>	<p>List of contacted associations/organizations (minimum 10) List of contacted associations/organizations (minimum 10)</p>	<p>\$1,000 \$1,000</p>
	<p>3.b. Develop talking points for educational visits and hold role-play sessions to practice before conducting visits.</p>	<p>10/31/13 3/31/14</p>	<p>Talking points outline and sign-in of role-play Sign-in of role play and updated talking points</p>	<p>\$1,000 \$1,000</p>
	<p>3.c. Conduct 3-5 educational visits requesting organizational backing in advocacy campaign.</p>	<p>9/30/13 4/30/14</p>	<p>Meeting notes listing persons in attendance Meeting notes listing persons in attendance</p>	<p>\$5,000 (invoiced \$1,000 per mtg.)</p>

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Youth Leadership Institute

Name of Contractor(s) - Type or Print

4 West 4th Avenue, Suite 207

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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

J. D. Ron

Signature

Vice President of Programs

Title of Authorized Official

7/12/13

Date

*Exception: DHHS regulations state that:

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