

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EL CENTRO DE LIBERTAD

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and El Centro de Libertad, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing court-mandated alcohol/drug testing and assessments.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Child Abuse Prevention and Reporting
- Attachment A—Fingerprinting Certification Form
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through December 31, 2018.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

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

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

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

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

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Payment of Permits/Licenses

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

11. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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, County, and municipal 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.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services pursuant to 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R.

60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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 Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

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

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer

than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Section 3, 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 relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

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

In the case of County, to:

Name/Title: Jerry Lindner, Human Services Manager
Address: 1487 Huntington Avenue, South San Francisco, CA 94080
Telephone: 650-877-5675
Email: JLindner@smcgov.org

In the case of Contractor, to:

Name/Title: Michael Stoll, CEO
Address: 500 Allerton Street, Redwood City, CA 94062
Telephone: 650-599-9955
Email: mistoll@comcast.net

19. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

EL CENTRO DE LIBERTAD

Contractor's Signature

Michael Stoll

Date:

5/20/16

Exhibit A—Services
El Centro de Libertad
July 1, 2016 through December 31, 2018

In consideration of the payment set forth in Exhibit B, Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

Alcohol/Drug Testing

1. Contractor will conduct court-ordered urine testing for the San Mateo County Human Services Agency (HSA), Children and Family Services (CFS). Urine testing will be performed by Contractor at a location subject to mutual agreement, during mutually agreed-upon hours. Testing specified in this section will be conducted only on those clients referred to Contractor by CFS staff, at intervals specified by CFS staff. A Contractor's staff member of the same gender as the client will supervise the client's production of a test sample. In addition, a Spanish-speaking staff member will be regularly available for test supervision.
2. New clients will fall under the category of a "mandatory testing" schedule (2 random tests per week). Adjustments to the mandatory schedule need to be approved by the CFS Program Manager.
3. Any missed test is considered administrative positive.
4. Clients will continue with a "mandatory testing" schedule until they have five (5) weeks of continuous negative test results (10 consecutive negative tests). The social worker is responsible for keeping track of clients' test results, and must notify the Contractor when the client will transition from a mandatory to random testing schedule.
5. Once the client has successfully had five weeks of continuous negative test results, s/he will be transitioned to a "random testing" schedule of three (3) times per month. The client will be tested three (3) times per month. The social worker will have the responsibility to advise the client on when to go for each random test and send the authorization for the test to the Contractor.
6. If two (2) consecutive tests are "missed" or come up as an administrative positive test, the client will automatically go back on a mandatory testing schedule and the social worker will re-refer clients to the Alcohol and Other Drug (AOD) assessors for further evaluation.
7. Once a client is negative for three (3) consecutive months, all testing should be discontinued absent other reasons. The social worker is responsible for keeping track of the clients' test results.
8. If a client fails to show up for a scheduled appointment, Contractor will notify the social worker in writing.

9. Contractor will test for the following drugs:

a. AMPHETAMINES

1. D-Amphetamine
2. Methamphetamine

b. BARBITUATES

1. Amobarbital
2. Butalbital
3. Phenobarbital
4. Secobarbital

c. BENZODIAZEPINES

1. Chlordiazepoxide (Librium)
2. Clorazepate (Tranxene)
3. Diazepam (Valium)
4. Oxazepam (Serax)

d. OPIATES

1. Codeine
2. Heroin
3. Hydromorphone
4. Morphine

e. OTHER DRUGS

1. Cannabinoids
2. Cocaine
3. Methadone
4. Methaqualone (Quaalude)
5. Phencyclidine (PCP)
6. Propoxyphene (Darvon)

- The 100-mg/ml limit for marijuana precludes the possibility of registering the THC positive from passively inhaled smoke.

10. For other specialized tests requested by CFS or Contractor, CFS staff or Contractor must get prior approval from the CFS Program Manager. Frequency, cost, rationale and effectiveness for the specialized test will be taken into consideration in the approval of the test. Services and cost of other specialized services must be pre-approved by the CFS Program Manager before a test can be conducted. Services provided outside of pre-approval by the CFS Program Manager will not be reimbursed.

11. If a client has been referred for alcohol screening only, a preliminary test will be done by the use of an in-house breath analyzer at a cost of FIVE DOLLARS (\$5.00). If the results are positive,

back-up urine tests will be done to provide hard copy evidence to support any subsequent court actions.

12. Verbal results of alcohol screens will be available immediately. Any lab tests will take twenty-four (24) hours to forty-eight (48) hours for verbal confirmation of a positive screen, with an additional twenty-four (24) hours required for the written reports from the Contractor. A copy of the written report will be mailed to the referring social worker on the same day it is received by Contractor. The original report will remain in the Contractor's file.
13. If court appearance is required to justify the laboratory procedures and test results, a member of Contractor's staff familiar with court appearances will be assigned to appear in court. Charge for court appearance will be billed at regular witness rates, as described in Exhibit B.
14. County will pay Contractor only for actual screens performed. The cost of reports, no shows, and clients unable to produce a sample is factored into the administrative services of the screens. Administrative services are included in the test rates as described in Exhibit B.

Alcohol and Other Drug (AOD) Assessments

1. Contractor agrees to conduct Alcohol and Other Drug (AOD) Assessments for clients referred by the Human Services Agency on an approved referral form. Assessments will be conducted by a counselor registered with an AOD certifying association and who has specific training in administering the Addiction Severity Index (ASI) Lite. The actual Assessment will typically take between 1.5 to 3 hours, with an additional .5 to 1 hour for report preparation. Additional time will be documented for the final report.
2. The report will be completed within three (3) working days.
3. Contractor shall utilize the ASI Lite assessment tool to conduct AOD Assessments. The counselor will also take a comprehensive inventory of the client's alcohol and drug history.
4. In addition to utilizing the ASI Lite, the counselor shall assess the client for additional functioning including life, mental health and social factors. The counselor shall also take the employment history of the client.
5. Contractor will maintain the capacity to conduct AOD assessments in both English and Spanish languages, at a minimum.
6. Contractor will provide a written report, in a format approved by the County, documenting the results of the AOD Assessment.
7. The Assessment report shall include an analysis of the results of the ASI, as well as analysis of the life, mental health and social factors assessment. The final Assessment report will include appropriate referrals for services based on the results of the Assessment.
8. If a court appearance is required to testify as to the AOD assessment, Contractor will appear in court as required. Charges for court appearances will be billed at regular witness rates, as described in Exhibit B.

Exhibit B—Payments and Rates
El Centro de Libertad
July 1, 2016 through December 31, 2018

1. In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following alcohol/drug testing and assessment services provided by Contractor upon request of Children and Family Services Staff.

Type	Cost
Urine Screens	\$30.00 / screen
Breath Analyzer	\$5.00 / screen
AOD Assessment	\$80.00 per hour. Cost of a complete assessment is \$270.00 which includes a one-hour individual session, one observed drug test and two hours of writing.
Report Writing	\$80.00 per hour. (This fee is included in the AOD assessment.)
AOD Testifying	Paid at employee's regular hourly rate.
Drug Treatment/Therapy	Price to be negotiated based on individual client treatment plan.
Witness Rate	Paid at employee's regular hourly rate.

2. County will pay Contractor upon submission of monthly invoice by Contractor and approval of invoice by the Director of Children and Family Services or designee. Contractor's billing will include the following information:
 - A. Drug Testing
 - 1) Name of all clients referred for drug testing, and name of referring CFS social worker
 - 2) Copy of current referral of all clients who actually provided a sample
 - 3) Outcome of each test
 - 4) Billing amount for each test
 - 5) Copy of each test result report
 - B. AOD Assessment
 - 1) Name of all clients referred for AOD assessment, and name of referring CFS social worker
3. Contractor will submit monthly invoices to the County by the tenth (10th) day of the month following the month services were provided. Invoices shall be sent to HSA_CFScontracts@smcgov.org with a copy to the Contract Manager (jlindner@smcgov.org).
4. The maximum amount the County shall pay the Contractor shall not exceed **ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500)** for the term of this agreement.

5. All payments under this agreement must directly support services specified in this agreement.
6. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
7. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
8. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Exhibit C—Child Abuse Prevention and Reporting
El Centro de Libertad
July 1, 2016 through December 31, 2018

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

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

Attachment A – County of San Mateo – Fingerprinting Certification Form

DATE: 5/18/2016

AGREEMENT WITH: El Centro de Libertad

FOR: Court-mandated alcohol/drug testing and assessments.

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

NAME: Michael Stoll

TITLE: Chief Executive Officer

SIGNATURE: 

DATE: 

ATTACHMENT I

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

The undersigned (hereinafter called "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:

Name of Contractor(s):

El Centro de Libertad

Street Address or P.O. Box:

500 Allerton Street

City, State, Zip Code:

Redwood City, CA 94063

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

Signature:

Michael A. Doll

SIGNATURE

Title of Authorized Official:

C. E. O

Date:

5/20/16

*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."