

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

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

This Agreement is entered into this 1<sup>ST</sup> day of July, 2015 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 alcohol and drug treatment, parent education sessions and school-based intervention

**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  
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 SEVENTY THREE THOUSAND FIVE HUNDRED THIRTY FIVE DOLARS AND ZERO CENTS (\$173,535.00)**. 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, 2015, through June 30, 2017.**

5. **Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief Probation Officer 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**

1. **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**

**1. 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.

**2. 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.

**3. 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.

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

## **13. Non-Discrimination and Other Requirements**

### **1. 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.

## **2. 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.

## **3. Section 504 of the Rehabilitation Act of 1973**

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

## **4. 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.

## **5. 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.

## **6. 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.

## **7. 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 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: John T. Keene, Chief Probation Officer  
Address: 222 Paul Scannell Drive  
Telephone: (650) 312-5520  
Facsimile: (650) 312-5597  
Email: [jkeene@smcgov.org](mailto:jkeene@smcgov.org)

In the case of Contractor, to:

Name/Title: George Borg, CEO  
Address: 500 Allerton, Redwood City, CA 94063  
Telephone: (650) 599-9955  
Email: [mike@elcentrodelibertad.org](mailto:mike@elcentrodelibertad.org)

Joe

#### 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.

\* \* \*



THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

George Borg  
Contractor Signature

9-18-15  
Date

George Borg  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**  
**EL CENTRO DE LIBERTAD**  
**SERVICES**  
**JULY 1, 2015 – JUNE 30, 2017**

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

In accordance with provisions of the California Youth Services Act, Juvenile Probation and Camps Funding (JPCF), pertaining to the qualifying services, El Centro de Libertad will provide early intervention services and treatment services in Half Moon Bay, CA.

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

**Objective 1: Treatment**

Seven hundred and two (702) annual staff hours to serve twenty-five (25) youth at El Centro de Libertad - Coastside Outpatient Treatment Center at 225 S. Cabrillo Highway Suite 105D, Half Moon Bay , CA.

- Individual Counseling including Intake: 520 hours
- Group Counseling: 78 hours
- Case Management: 104

***Hours of service per year: 702***

**Objective 2: Parent Education Sessions**

A dynamic environment and support group for parents and family members affected by a young family member's drug/alcohol use; explores family issues/dynamics, recovery, youth and family members caught in the addiction cycle, recognizing high-risk behaviors, addiction as a disease, consequences of dependence, communication and respect, signs of relapse, and the needs of the parent as well as the adolescent receiving treatment.

***Hours of service per year: 20***

**Objective 3: In School Early Intervention**

School based prevention education programs delivered to thirty (30) youth each year with group meetings held weekly during school year in Cunha Middle School in Half Moon Bay, and one (1) group at Pilarcitos High School in Half Moon Bay with additional onsite services to be provided at Half Moon Bay High School as well as Gateway Community School in San Mateo.

Class Room Modules: School-based curriculum offering Assets Development instruction on the physical, psychological and social impact of drug and alcohol abuse; encourages taking responsibility for choices, discussions on vulnerability to abuse and addiction, developing refusal skills, recognizing anger triggers and positive responses, and how to access needed resources. Incorporated into these modules are topics such as Culture, Bullying and Dating Violence.

Healthy Decision Modules: Designed for middle schools, this is an alternative to suspension. Students attend an off-site four hour workshop that incorporates substance abuse education in an interactive style



that engages the youth. The parents attend a two hour follow-up designed to assist the family in setting up a contract to address future substance-related problems.

Assembly Presentations: Large group instruction on recognizing substance abuse indicators in individuals and families, how to stay safe in situations where drugs and alcohol are present, how to talk to a friend in need, as well as identifying collaborative resources and how to access them.

***Hours of service per year: 144***

**Data Collection:**

Collect and provide data on program performance and outcomes regarding drug and alcohol use, improvement in school and family, client feeling of trauma and safety, co-occurring disorders, anger management, and relapse indicators.

***Hours of service per year: 104***

**TOTAL Hours of Service per year: 970**

**Exhibit B**  
**EL CENTRO DE LIBERTAD**  
**PAYMENTS AND RATES**  
**JULY 1, 2015 – JUNE 30, 2017**

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

- A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND ZERO CENTS (\$173,535.00)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **EIGHTY SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS AND FIFTY CENTS (\$86,767.50)**
- C. Payments shall be made according to the following payment rate schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Objective 1: Individual counseling including intake assessment, group counseling and case management 3 Staff	702	\$67.25/hr.	FY 15-16 \$47,209.50
	702	\$67.25/hr.	FY 16-17 \$47,209.50
Objective 2: Parent Education Sessions 1 Staff	20	\$67.25/hr.	FY 15-16 \$1,345
	20	\$67.25/hr.	FY 16-17 \$1,345
Objective 3: In School Intervention modules 1 Staff	144	\$67.25/hr.	FY 15-16 \$9,684
	144	\$67.25/hr.	FY 16-17 \$9,684
Data Collection 1 Staff	104	\$67.25/hr.	FY 15-16 \$6,994
	104	\$67.25/hr.	FY 16-17 \$6,994
Direct Cost: Drug test and lab fee	---	---	FY 15-16 \$1,000
	---	---	FY 16-17 \$1,000
Direct Cost: Occupancy costs for program staff	---	---	FY 15-16 \$10,455
	---	---	FY 16-17 \$10,455
Indirect (11.6% of S&B)	---	---	FY 15-16 \$10,080
	---	---	FY 16-17 \$10,080
<b>Annual Subtotal 2015-2016</b>	<b>970</b>	---	<b>\$86,767.50</b>
<b>Annual Subtotal 2016-2017</b>	<b>970</b>	---	<b>\$86,767.50</b>
<b>TOTAL</b>	<b>1940</b>		<b>\$173,535</b>



- D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed of **ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND ZERO CENTS (\$173,535.00)**.
- E. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- F. Contractor shall email invoices and activity reports to Michelle Mendez, Management Analyst at [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org). Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Michelle Mendez, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. In addition, contractor shall email invoices and activity reports to Christine Villanis, Deputy Chief Probation Officer of Juvenile Services at [cvillanis@smcgov.org](mailto:cvillanis@smcgov.org).
- G. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2015 – September 30, 2015	October 15, 2015	Services delivered
October 1, 2015 – December 31, 2015	January 15, 2016	Services delivered
January 1, 2016 – March 31, 2016	April 15, 2016	Services delivered
April 1, 2016 – June 30, 2016	July 5, 2016	Services delivered
<b>FY July 1, 2015– June 30, 2016</b>	<b>July 31, 2016</b>	<b>Services delivered and program outcomes</b>
July 1, 2016 – September 30, 2016	October 15, 2016	Services delivered
October 1, 2016 – December 31, 2016	January 15, 2017	Services delivered
January 1, 2017 – March 31, 2017	April 15, 2017	Services delivered
April 1, 2017 – June 30, 2017	July 5, 2017	Services delivered
<b>FY July 1, 2016– June 30, 2017</b>	<b>July 31, 2016</b>	<b>Services delivered and program outcomes</b>

- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

**Exhibit C**  
**EL CENTRO DE LIBERTAD**  
**PROGRAM MONITORING**  
**JULY 1, 2015 – JUNE 30, 2017**

Contractor agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County's Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of both the Highlights Of and Challenges To the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:

- Provide 970 hours of early intervention service hours per year
- Increase Engagement in School
- Increase Developmental Assets
- Improve Family Functioning
- Reduce use of alcohol and other drugs

Projected number of youth/parents served per site (Annually):

School / Location	Assembly or Health Fair Presentation	Classroom Module	Alcohol and Drug Treatment	Healthy Decision Module	Parent Education Sessions
Cunha Middle School / Half Moon Bay	200	20	--	-	--
Pilarcitos High School / Half Moon Bay	35	20	--	-	--
Gateway, San Mateo	35	20	--	-	--
El Centro Coastside Center / Half Moon Bay	-	---	25	24	30
<b>Total</b>	<b>270</b>	<b>60</b>	<b>25</b>	<b>24</b>	<b>30</b>



Performance Measure	Youth Participating in Programs		
	FY 2014-15 Actual	FY 2015-16 Target	FY 2016-17 Target
Youth will demonstrate connection to school in at least one of the following areas: Positive friends at school, a positive adult at school to turn to, and/or involvement in pro-social school activities	67%	70%	75%
Youth will demonstrate increased developmental assets in at least one of the following areas: Positive values (decision making, understanding, and consequences), empowerment, appropriate boundaries, constructive (pro-social) use of free time, belief and hope in the future, and/or optimistic positive peer relationships.	72%	72%	75 %

*Note: Only youth participating in Classroom Modules, Alcohol Drug Treatment, and Healthy Decision Modules are measured.*

[SAMPLE INVOICE]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # \_\_\_\_\_ (County assigned)

INVOICE # \_\_\_\_\_ (Contractor assigned)

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

DELIVERABLES			
Service	Hours	Rate/Hour	Total Amount
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of person completing report: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Email invoice to Michelle Mendez [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org) and Jeis Pinon at [jpinon@smcgov.org](mailto:jpinon@smcgov.org) prior to due date in the contract.*

*Mail signed invoice to Michelle Mendez, Management Analyst, San Mateo County Probation Department,  
222 Paul Scannell Drive, San Mateo, CA 94402*

*Questions should be directed to Michelle Mendez at (650) 312-8838, or [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org).*



[SAMPLE PROGRAM MONITORING REPORT]

[ON CONTRACTOR LETTERHEAD, INCLUDING ADDRESS]

AGREEMENT # \_\_\_\_\_ (County assigned)

INVOICE # \_\_\_\_\_ (Contractor assigned)

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

Performance Measure	TARGET	ACTUAL
	%	
	%	
	%	
	%	

Significant Issues During the Fiscal Year (successes, challenges, etc.)

Goals for the Next Fiscal Year:

Name of person completing report: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Email Program Monitoring Report to Michelle Mendez [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org) prior to due date in the contract.*

*Mail report to Michelle Mendez, Management Analyst, San Mateo County Probation Department,  
222 Paul Scannell Drive, San Mateo, CA 94402*

*Questions should be directed to Michelle Mendez at (650) 312-8838, or [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org).*

## 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:

George Borg

Name of Contractor(s):

EL Centro de Libertad

Street Address or P.O. Box:

500 Allerton Street

City, State, Zip Code:

Redwood City CA 94062

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

Signature:

George Borg

Title of Authorized Official:

CEO

Date:

9-18-2015

\*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."