

AGREEMENT BETWEEN THE COUNTY OF FRESH LIFELINES FOR YOUTH, INC.

This Agreement is entered into this 1ST day of July, 2015 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Fresh Lifelines for Youth, Inc., (FLY, Inc) hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Law and Leadership Training Programs through courses that offer life skills education focusing on asset building and cognitive-behavioral change. This is to be followed by intensive case management services for youth personal transformation to support efforts targeted at decreasing recidivism behavior in youth offenders.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – Program Monitoring
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 Exhibits A and C.

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 Exhibits A and C, 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 **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000)**. 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, San Mateo, CA 94402
Telephone: (650) 312-5520
Facsimile: (650) 312-5597
Email: jkeene@smcgov.org

In the case of Contractor, to:

Name/Title: Ali Knight, Chief Operating Officer
Address: 568 Valley Way, Milpitas, CA 95035
Telephone: (408) 263-2630
Facsimile: (408) 263-2631
Email: ali@flyprogram.org

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

Christa Gannon, Chief Executive Officer
Fresh Lifelines for Youth

Contractor's Signature:

A handwritten signature in black ink that reads "Christa M. Gannon". The signature is written in a cursive style with a large, sweeping loop at the end of the last name.

Date:

December 23, 2015

Exhibit A

FRESH LIFELINES FOR YOUTH, INC. (FLY, Inc.)

SERVICES

JULY 1, 2015 – JUNE 30, 2017

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services as well as the program monitoring deliverables set forth in Exhibit C:

Program Activities

Contractor shall provide Law and Leadership Training Programs in the community for at-risk and probation youth. Youth in this program shall be furnished with a comprehensive intake and assessment process and FLY, Inc. shall design an individualized action plan with established goals in the areas of education, vocational skills, family, and health. The assigned case manager shall also assist in applications for aid and make referrals to community-based services. Youth shall also attend peer-led, pro-social activities that allow them to have fun in a sober and positive environment and teach them to be leaders and give back to their community. With funds provided by this Agreement, Contractor shall provide intense mentoring/case management to forty (40) youth.

Location of Services

Contractor shall provide Law and Leadership courses to youth of the age group 14-18 years old who either attend or reside near:

- Gateway Community School in Redwood City: Two (2) Law Program sites;
- Baden High School in South San Francisco: One (1) Law Program site; and
- Community Day School in South San Francisco: One (1) Law Program site

Specific Program Services

1. **Law program: Community Classes**

FLY, Inc. will provide their twelve-week law education course twice per year (Fall/Spring semesters) at four (4) community sites in San Mateo County to 200 youth total. One (1) hour of preparation and two (2) hours of class time. Two (2) law facilitators will provide approximately 288 hours each of the necessary preparation and service delivery on an annual basis.

Total hours of service per year: 576

2. **Law Program: Field Trips and Recognition Ceremonies**

Each Law Program semester includes a field trip to Santa Clara University and a Recognition Ceremony at the end of the course for all community sites combined. Each semester, FLY Inc. will host: One (1) field trip and one (1) recognition ceremony for a total of four (4) activities per year that will each require approximately six (6) hours of the necessary preparation and service delivery time. Two (2) staff will provide approximately 24 hours each of preparation and service delivery.

Total hours of service per year: 48

3. **Leadership Training Program: One-on-One Case Management**
The Leadership Training Program provides one-on-one intensive case management to 40 youth per year. Each youth receives one case management meeting which lasts 45 minutes (0.75 hours) per week for 40 weeks of the year. Two (2) case managers will provide 1,200 hours total of case management
Total hours of service per year: 1,200
4. **Leadership Training Program: Activities**
The Leadership Training Program hosts seven (7) service learning and team-building activities per year for program participants. Two (2) staff will provide approximately 42 hours each of the necessary preparation and service delivery.
Total hours of service per year: 84
5. **Leadership Training Program: Intake/Assessment**
FLY, Inc. case managers will administer assessments one-on-one to all 40 participants in the Leadership Training Program. The intake session, including the actuarial assessment, lasts approximately two (2) hours. Two (2) staff will provide approximately 80 hours each of service delivery.
Total hours of service per year: 160
6. **Leadership Training Program Retreat**
Each of the Leadership Training Program cohorts undergo an intensive three-day; two-night outdoor retreat. Both Administrative and support from other FLY, Inc. staff is essential for the retreat that occurs twice a year; with each retreat requiring approximately 88 hours of the necessary preparation and service delivery time. Each of the four (4) staff will provide approximately 176 hours for aforementioned retreats for the necessary preparation and service delivery.
Total hours of service per year: 704

Hours of service per year: 2,772

Exhibit B

**FRESH LIFELINES FOR YOUTH, INC.
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 **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000)**
- C. Payments shall be made according to the following payment rate schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Law Program: Community Classes	576	\$40/hr.	FY 15-16 \$23,040
	576	\$40/hr.	FY 16-17 \$23,040
Law Program: Field Trips and Recognition Ceremonies	48	\$40/hr.	FY 15-16 \$1,920
	48	\$40/hr.	FY 16-17 \$1,920
The Leadership Program: One-on-One Case Management	1,200	\$40/hr.	FY 15-16 \$48,000
	1,200	\$40/hr.	FY 16-17 \$48,000
The Leadership Program: Activities	84	\$40/hr.	FY 15-16 \$3,360
	84	\$40/hr.	FY 16-17 \$3,360
The Leadership Program: Intake/Assessment	160	\$40/hr.	FY 15-16 \$6,400
	160	\$40/hr.	FY 16-17 \$6,400
The Leadership Program: Retreats	704	\$40/hr.	FY 15-16 \$28,160
	704	\$40/hr.	FY 16-17 \$28,160
Indirect (11.3% of Salary & Benefits)	---	---	FY 15-16 \$14,120
	---	---	FY 16-17 \$14,120
Annual Subtotal FY 2015-2016	2,772	---	\$125,000
Annual Subtotal FY 2016-2017	2,772	---	\$125,000
TOTAL			\$250,000

- D. Contractor shall submit quarterly invoices for actual services delivered as set forth in Paragraph E below. The Chief Probation Officer or his designee will review and, if acceptable, approve such invoices within thirty (30) working days. All invoices shall provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. The County shall make payment for department-approved invoices only. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- E. Contractor shall 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 copies of the original, signed invoices and activity reports to Michelle Mendez, Management Analyst at: mcmendez@smcgov.org
- F. 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
FFY July 1, 2015– June 30, 2016	July 31, 2016	Services delivered and program outcomes
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
FFY July 1, 2016– June 30, 2017	July 31, 2016	Services delivered and program outcomes

- G. Pursuant to Section 5 of the Agreement, 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

FRESH LIFELINES FOR YOUTH, INC. 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.

Additionally, as part of Juvenile Justice Crime Prevention Act (JJCPA) funding, contractor agrees to have the forty (40) youth participate in the Leadership Training Program each year subject to reporting on six (6) state-mandated outcomes that include:

- If minor was **arrested** during the 180 days since program entry
- If minor was **detained in juvenile hall** during the 180 days since program entry
- If minor **completed probation**, if applicable, during the 180 days since program entry
- If minor **had a probation violation**, if applicable, during the 180 days since program entry
- If minor **completed court-ordered restitution**, if applicable, during the 180 days since entry
- If minor **completed court-ordered community service**, if applicable, during the 180 days since entry

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 *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:

Law Program and Leadership Training Program

The short-term outcomes include:

- Increase the number of at-risk youth who have the skills and confidence to resist negative peer pressure and make healthy choices by increasing their internal and external developmental assets

Leadership Training Program

The short-term outcomes include:

- Increase school engagement and performance (which ties to an increased connection to school)
- Increase the number of at-risk youth who have the skills and confidence to resist negative peer pressure and make healthy choices by utilizing their internal and external developmental assets
- Increase family and community safety by decreasing juvenile crime and incarceration and building developmental assets.

Intermediate and long-term outcomes include:

- Improve educational outcomes
- Decrease the use of substances (drugs and alcohol) and risky behavior
- Decrease violent behavior (including gang violence)
- Decrease involvement with the Juvenile Justice system through no new charges and probation violations.

Performance Measures	Youth Participating in Programs		
	FY 2014-15 Actuals	FY 2015-16 Target	FY 2016-17 Target
Youth will report that the program gave them access to positive adult role models	100%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	99%	80%	80%
Youth will report that they are less likely to break the law after being in FLY, Inc.	95%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	86%	80%	80%
Youth will report that the program has given them more confidence to deal with negative peer pressure	100%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	99%	80%	80%
Youth will report that they want to make positive changes after being in FLY, Inc.	100%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	91%	80%	80%
Youth will report that they now have hope for the future	100%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	93%	80%	80%
Youth will report that after the program they are more likely to make healthier choices	100%	80%	80%
<ul style="list-style-type: none"> Leadership Program Law Program 	87%	80%	80%
Recidivism: Youth will not sustain a new charge during program year	83%	75%	75%
<ul style="list-style-type: none"> Leadership Program Only 			
Educational Improvement: GED or Diploma attainment for eligible seniors	60%	60-80%	60-80%
<ul style="list-style-type: none"> Leadership Program Only 			

[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

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.

[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 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.

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:

Ali Knight, Chief Operating Officer

Name of Contractor(s):

Fresh Lifelines for Youth

Street Address or P.O. Box:

568 Valley Way

City, State, Zip Code:

Milpitas, CA 95035

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

Signature:

Christa M Gannon

Title of Authorized Official:

Christa Gannon, Chief Executive Officer

Date:

December 23, 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."