

**COUNTY OF SAN MATEO
Interdepartmental Correspondence**

Date: 6/5/01
Hearing Date: 7/03/01

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency
Glen H. Brooks, Jr., Director, Central Region
Robert Schwab, Director, Workforce Investment Board

SUBJECT: APPROVAL OF AN AGREEMENT WITH FAMILY SERVICE
AGENCY OF SAN MATEO COUNTY

RECOMMENDATION

Adopt a resolution authorizing the execution of an agreement with Family Service Agency of San Mateo County, in the amount of \$152,159 to provide computer skills training and employment services to older workers for the period of July 1, 2001 through June 30, 2003.

BACKGROUND

San Mateo County is experiencing a severe labor shortage with continuing low unemployment rates. While this condition creates abundant opportunity for most job seekers, employers are unable to find the numbers of workers necessary to sustain their business efforts. Short of importing workers from outside our labor market, our Workforce Investment Board has focused on increasing the labor force participation rate of incumbent residents. The older worker presents an ideal source of under-used labor supply and in one of its first official acts, the Workforce Investment Board voted to partner with local organizations and develop creative solutions to serving this growing segment of our population while addressing our labor shortage.

DISCUSSION

Family Service Agency is the local Title V program of the Older Americans Act and has operated numerous successful employment programs for older workers. A proposal was submitted in partnership with Family Service Agency to the State of California for Governor's 15% Workforce Investment Act (WIA) Discretionary Funds to support Enhanced Workforce Services for Older Workers and was ultimately selected for funding in the amount of \$168,259. The \$16,100 difference between the full grant of \$168,259 and the \$152,159 awarded to Family Services Agency is the County's administrative portion of the grant. The County Counsel's Office has approved the form of this agreement.

PERFORMANCE GOALS

The following performance measures are established as targets for this contract.

| Performance Measures | Goal for FY2000-01 | Goal for FY2001-02 |
|---|--------------------|--------------------|
| • Number of participants | N/A | 100 |
| • Percent of participants to complete freshman level computer course | N/A | 80% |
| • Percent of participants to demonstrate ability to access CalJOBS database | N/A | 72% |
| • Percent of participants to utilize core employment services at the Peninsula One Stop Centers | N/A | 50% |

FISCAL IMPACT

The term of the Agreement is July 1, 2001 through June 30, 2003. Total funding for this Agreement is \$152,159 and funded by the State of California for Governor's 15% WIA Discretionary Funds. There is no impact to the County's general fund.

Robert Schwab
X5181

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY
TO PROVIDE COMPUTER SKILLS TRAINING & EMPLOYMENT SERVICES
TO OLDER WORKERS

| Contractor | Dates | Total Amount |
|---|-------------------|--------------|
| Family Service Agency of San Mateo County | 07/1/01-6/30/2003 | \$152,159 |

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement to provide computer skills training and employment services to older workers under the Workforce Investment Act; and

WHEREAS, Family Service Agency of San Mateo County has been selected to provide computer skills training and employment services to older workers under the Workforce Investment Act ; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and the President is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo and the Clerk of this Board shall attest the President's signature thereto.



**AN AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY**

**For the Period of
July 1, 2001 through June 30, 2003**

**Agency Contact Person:
Robert Schwab, Director
Workforce Development
(650) 802-5181**



**AN AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY**

**For the Period of
July 1, 2001 through June 30, 2003**

**Agency Contact Person:
Robert Schwab, Director
Workforce Development
(650) 802-5181**

**AGREEMENT WITH
FAMILY SERVICE AGENCY OF
SAN MATEO COUNTY**

FOR

Enhanced Workforce Services for Older Workers

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Family Service Agency, hereinafter called "Contractor";

W I T N E S S E T H :

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for enhanced workforce services for older workers.

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

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

- Exhibit A: Description of Contractor's Responsibility & Program
- Exhibit A1: Workplan and Schedule
- Exhibit B: Description of Contractor's Responsibility & Payment Schedule
- Exhibit B-1: Budget Detail
- Exhibit C: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

**Contractor
Services**

3. Payments

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$152,159 for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or 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. The County may terminate the agreement for unavailability of Federal, State or County funds.

4. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

5. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage

**Contractor
Services**

to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

6. Insurance

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

(1) Worker's Compensation and Employer's Liability Insurance.

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management

relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

8. Violation of the Non-Discrimination provisions

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

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

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

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

9. Child Abuse Prevention and Reporting.

Contractor agrees to ensure that all known or suspected instances of child abuse neglect are reported to a child protective agency as defined 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 Penal Code

Section 11166(a), 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 Penal Code 11166(a), 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 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.

10. **Elder Abuse Prevention and Reporting**

Contractor agrees to report if someone, who in his or her professional capacity or within the scope of his or her employment, knows of physical abuse to an elder or dependent adult. The report must be made by telephone as soon as possible to either the county Adult Protective Services or to a local law enforcement agency. A written report must be submitted within two days. In addition, infliction of mental suffering, fiduciary abuse, neglect and abandonment may be reported.

11. **Assignments and Subcontracts**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's actions and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

12. **Records**

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

B. Contractor shall maintain and preserve all records relating to this Agreement in the possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. **Compliance with Applicable 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, regulations including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

14. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein.

15. **Program Specific Requirement**

The program specific requirements contained in Exhibit E, attached hereto and incorporated by reference herein.

16. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement shall be binding on the parties hereto.

17. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

**Contractor
Services**

- 1) In the case of County, to:
Robert Schwab, Director, Workforce Development
County of San Mateo
Human Services Agency
Employment & Training Administration
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002
(650) 802-5197

- 2) In the case of Contractor, to:
Laurie Wishard, President
Family Service Agency of San Mateo County
1870 El Camino Real
Burlingame, CA 94010
(650) 692-0555

B. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

18. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for enhanced workforce services for older workers, the term of this Agreement shall be from July 1, 2001 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Human Services or designee at any time upon thirty (30) days' written notice to the other party.

**Contractor
Services**

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

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Family Service Agency of San Mateo County
Contractor - Print Name

Date: _____

Laurie Wishard, President

Name, Title - Print

Laurie Wishard

Signature

Date: *5/23/01*

Tax ID # 941186169

**DESCRIPTION OF CONTRACTOR'S RESPONSIBILITIES
AND PROGRAM
FAMILY SERVICES AGENCY OF SAN MATEO COUNTY**

July 1, 2001 through June 30, 2003

Program Description:

Family Service Agency, in collaboration with the County of San Mateo and PeninsulaWorks One Stop Employment Services, seeks to address the main challenges seniors face in accessing jobs in the County through the implementation of two supplementary services that will enhance available programs.

Senior-Oriented Computer Training and Lab: Through a collaboration with Senior Surfers, a company that provides computer training for seniors or other adult learner provider, a training program and lab will be implemented to offer seniors basic core computer competency necessary for almost every job, access to up-to-date information and follow up on employment possibilities. With these skills, seniors can research the Employment Development Department's CalJOBS computerized database, and perform the computer-related tasks to follow up, including word processing to write a resume and cover letter. These tools facilitate communicating with potential employers through faxing and e-mail as well as research on the internet.

Training is geared specifically to seniors, offered by senior instructors in smaller class sizes and at an appropriate learning pace. Training is offered at various levels, beginning with the "freshman" level of basic computer operations instructions, including how to turn on/off the computer, using the mouse and keyboard and a glossary of terms. Seniors can pick and choose the course to meet their needs, gradually moving if desired, to advanced functions, such as desktop publishing and loading software.

Older Worker Specialist: Through an Older Worker Specialist position integrated into the One Stop system, targeted seniors will receive outreach, case management and referral services that are critical to their efforts to obtain gainful employment. The position is based on FSA's 15-year history of providing older worker support services, emphasizing one-on-one attention and case management to meet seniors' distinct needs.

The Specialist will provide community outreach to sites where seniors congregate, including churches, senior housing, dining programs, job fairs and senior centers to inform them of available services at the One Stop centers. Once there, the specialist can help guide seniors in maneuvering through core services available at the One Stop centers including accessing resources and employment seminars. The Specialist can also provide intensive level services for especially challenged seniors who have particular difficulty securing a position. Intensive level services include assessment, development of a training plan, case management to address needs for transportation, medical and mental health services, housing and other critical issues that affect their ability to find and retain employment.

Outcomes:

The goal for the Senior-Oriented Computer Training and Lab project is to help seniors achieve minimum computer competency to successfully access core services at the PeninsulaWorks One Stop Centers.

Service Level: 100 to be enrolled in the first level of which:

- 80% or more will complete the freshman level computer course;
- 90% of those who complete the freshman course will demonstrate the competency needed to access EDD's CalJOBS database as indicated by instructor observation;
- 30% or more will enroll in advanced courses.

The overall goal for the project is to attract and link older workers to the Peninsula Works One Stop Center services and help accustom them to utilizing the Center on an on-going basis. The following outcomes are expected:

- 200 persons will be served by outreach activities and visits;
- An increase of senior participation in center services based on membership records;
- 50 seniors will participate and receive assistance in using core employment services as indicated by center tracking records;
- 16 will receive intensive case management services to meet counseling, financial assistance and other medical and health needs as indicated by individual files.

In addition, Contractor will participate in County OBM projects as follows:

Contractor Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

WORKPLAN AND SCHEDULE

For Senior Oriented Computer Training and Lab:

- One Month Meet and plan for purchase of equipment with FSA IT staff and Senior Surfers or other adult learning provider.

Develop and sign agreement with Senior Surfers or other adult learning provider for training services and equipment (computer hardware to be provided by Senior Surfers).
- Two Months Senior Surfers or other adult learning provider acquire and install computer hardware and software, printer, etc. based on agreement.

Acquire and install computer desks, chairs and other equipment.

Acquire supplies, paper and ink cartridges needed for instruction.

Center staff recruit and begin enrolling senior clients for services-begin with assessment of computer training needs.

Establish course schedule, and begin coordination of clients into classes.

Complete installation of network, internet cabling, etc. required for instruction.

Develop curriculum for courses based on assessment.
- Three Mos. Begin computer training courses, beginning with freshman level.

Continue on-going assessment of training needs; modify schedule and curriculum if necessary.

After first class, evaluate appropriateness of program and redesign if necessary. Meet with senior focus group to assess program effectiveness.

For Older Worker Specialist:

- One Month Recruit and hire older worker specialist

Interface with One Stop Center staff with on-going meetings. Develop and sign Memorandum of Understanding.

Assess potential training opportunities through workshops, consultants and conferences.
- Two Months Install and set up office at North Fair Oaks Senior Center, 2600 Middlefield Road, Redwood City.

Acquire laptop and other equipment needed for case management purposes.

Specialist begins outreach to community, researching sites for presentations, especially churches, coffee houses, Grandparents Raising Grandchildren Groups, and senior centers, conducting at least one per month.

Begin interfacing and linking with community resources, such as Aging and Adult Services, local senior centers, hospitals and clinics, food banks, etc. Develop work schedule at each One Stop site.

Begin office hours at One Stop sites, supporting seniors who need assistance in maneuvering through core services, developing training and job search plans and activities.

- Three Mos. Provide case management for seniors with particular difficulty in securing a position, helping link to community resources.
Provide resource and referrals to clients for services as necessary.
- Six Months Conduct evaluation of program, re-design as necessary.

**DESCRIPTION OF COUNTY'S RESPONSIBILITIES
AND
PAYMENT SCHEDULE**

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY

July 1, 2001 through June 30, 2003

Human Services Agency's (HSA) Responsibilities:

Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative. Issue and review OBM Implementation Guidelines. Conduct review of performance and outcome information.

Provide reimbursement for the cost of contractor staff time spent attending OBM meetings, training sessions, and technical assistance events held or required by HSA at the rate of \$60 per hour. Application for reimbursement must be made in accordance with eligibility criteria and procedures set forth in OBM Implementation Guidelines.

Payment Schedule:

A. Use of Funds

1. The Contractor shall use cost-reimbursable WIA funds only for the purposes and in the manner specified by the Work Investment Act and Regulations. WIA funds may not be used directly or indirectly as a contribution in order to obtain any federal grant funds without prior approval in writing from the Workforce Director, Workforce Investment Board, Human Services Agency.
2. The County may withhold otherwise payable funds to recover amounts expended in any fiscal year in violation of WIA statutory or regulatory requirements.
3. All cost-reimbursable funds under this Agreement shall be recorded by the Contractor in such a way as to be readily reconcilable with the funds disbursed to enable the grantee to know on a current basis the amount of cash available for disbursement. The funds received under this Agreement shall be utilized exclusively for allowable disbursements.
4. In the event that invoices are, in the County's opinion, inconsistent with Exhibit A - Description of Contractor's Responsibility & Program, Exhibit A1 - Workplan and Schedule, Exhibit B - Description of Contractor's Responsibility & Payment Schedule, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonably withhold funds.

B. Budget Modification

1. No payment shall be made for expenditures for a line item in excess of 10% of the total budget for that item without prior written approval of County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved.
3. In the event of circumstances requiring a budget revision, Contractor shall submit to the Contract Manager a Request for Budget Revision as soon as the need is realized. It is expected that only one formal budget revision will be made. Under no circumstances will a budget revision be allowed within ten weeks of the termination of this Agreement.
4. For cost-reimbursable contracts, the Contractor shall obtain prior written approval from the County Contract Manager for proposed additional staff positions, any modification of salary or benefits, and equipment lease and/or purchase specified in the line item budget.

C. Method of Payment

1. Payment of Incurred Costs

Invoices shall be submitted monthly to the County on a cost reimbursement basis. Contractor will be reimbursed in accordance with the line items defined in Exhibit B-1. Copies of first source documentation shall be submitted with all reimbursement requests.

2. Payment Schedule

Contractor shall submit an invoice within 15 calendar days after the end of each month unless a different due date is granted in writing by the Contract Manager.

Service Provider must report all costs applicable to this contract no later than 60 days after the end of the program year. Costs during this time period may include those necessary to close out this contract. No additional costs will be accepted after 8/31/03.

Reimbursement invoices shall be submitted within ten (10) days of the month end.

BUDGET DETAIL

FAMILY SERVICES AGENCY OF SAN MATEO COUNTY
July 1, 2001 through June 30, 2003

| Cost Categories | Project Budget | Other Agency Budget* | Total | Justification Number |
|---|----------------|----------------------|----------|----------------------|
| I. Personnel & Fringe Benefits: Personnel (list each position) | | | | |
| 1. SENIOR SERV. DIRECTOR | 10,700 | | 10,700 | |
| 2. EMPLOYMENT SERV. DIRECTOR | 21,000 | | 21,000 | |
| 3. MARKETING & PUBLIC RELATION | 2,500 | | 2,500 | |
| 4. SITE CO-ORDINATOR | 8,600 | | 8,600 | |
| 5. CLERICAL | 9,000 | | 9,000 | |
| 6. OLDER WORKERS SPECIALIST | 60,000 | | 60,000 | |
| 7. | | | | |
| 8. | | | | |
| 9. Fringe Benefits | INCLUDED | | INCLUDED | |
| SUBTOTAL | 111,800 | | 111,800 | |
| II. Equipment: | | | | |
| 1. Small and/or office equip. | 5000 | | 5000 | |
| 2. Equipment lease | | | | |
| 3. Maintenance | 550 | | 550 | |
| 4. Other COMPUTER EQUIPMENTS | 5500 | | 5500 | |
| SUBTOTAL | 11050 | | 11050 | |
| III. Travel: | | | | |
| 1. Mileage | 4000 | | 4000 | |
| 2. Conferences, workshops | 10,000 | | 10,000 | |
| 3. Other TRAINING | 800 | 8500 | 9300 | |
| SUBTOTAL | 14,800 | 8,500 | 23,300 | |
| IV. Other Costs: | | | | |
| 1. Rent | 3600 | | 3600 | |
| 2. Utilities | | | | |
| 3. Telephone | 1,040 | | 1,040 | |
| 4. Office Supplies | 3,300 | | 3,300 | |
| 5. Postage/Mailing | | | | |
| 6. Printing/duplicating | | | | |
| 7. Insurance | 500 | | 500 | |
| 8. Audit and fiscal costs | | | | |
| 9. Consultation | | | | |
| 10. Memberships | | | | |
| 11. Other PUBLIC RELATIONS | 500 | | 500 | |
| 12. AGENCY COST- START UP | 5,589 | | 5,589 | |
| 13. | | | | |
| 14. | | | | |
| GRAND TOTAL | 152,159 | 8,500 | 160,659 | |

*Describe other funding sources clearly

**ATTACHMENT I
(Required only from Contractors who provide services
directly to the Public on the County's behalf.)**

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

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

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

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

employs fewer than 15 persons.

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.

Leon Beeler

Name of 504 Person - Type or Print

Name of Contractor(s)-Family Service Agency of San Mateo County
Street Address or P.O. Box - 1870 El Camino Real
City, State, Zip Code - Burlingame, CA 94010

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

5/23/01
Date

Leon Beeler, President
Signature and Title of
Authorized Official

*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."

PROGRAM MONITORING

FAMILY SERVICE AGENCY OF SAN MATEO COUNTY

July 1, 2001 through June 30, 2003

1. Performance of this agreement will be measured in the following primary areas:
 - a. Participant eligibility criteria for WIA 15% Governor's Discretionary grants.
 - b. Enrollment/registration levels.
 - c. Compliance with the WIA, Associated Federal Regulations and Policy Directives; local Workforce Investment Board policies.
 - d. Compliance with the programmatic requirements of this agreement.
 - e. Compliance with the administrative/fiscal guidelines of this agreement.
 - f. Compliance with WIA performance standards.
2. County MIS generated reports will enable periodic review of specific performance standards. Since many of these factors do not become useful until well into the program year, they tend to be used for program evaluation purposes only. However, if trends are identified, Contractor shall make adjustments if there are any significant deviations from the plan, to ensure successful program completion.
3. Contractor shall internally monitor, on a monthly basis, its performance standards (non-fiscal and fiscal) and maintain up-to-date records of such monitoring available for one-site review.
4. The Contractor's success in meeting the service goals will be evaluated quarterly by County.
5. Contractor's compliance with the Program Administration will be determined through monitoring of materials submitted to County and through field monitoring. Field monitoring consists of a review of Contractor's records (fiscal, administrative, programmatic and participant), interviews with staff and/or participants and direct observation of program activities. Field monitoring shall occur in compliance with federal and state eligibility requirements.
6. County shall notify Contractor in writing of any deficiencies noted and provide a time frame for corrective action. The County may conduct a follow-up visit to review these deficiencies and to assess corrective action efforts. Failure to implement the corrective action plan or persistent deficiencies may lead to termination of the agreement and may have a negative impact on consideration of future WIA funding.

I. MONITORING PROGRAM PERFORMANCE

The Contractor may be visited at any time by the local Workforce Investment Board (LWIB), State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of Workforce investment Act (WIA) projects. All agency records must be available for inspection. All areas of the project will be subject to examination and could include, but are not limited to, inspection of participants' personnel files and applications and financial bookkeeping records. Participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to insure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employees and staff of agencies partnering with the Contractor to insure provision of agreed upon services.

Organizations providing training must monitor contract performance. If requested, monthly monitoring reports shall be submitted to the LWIB. Organizations must cooperate actively with all requests for information, attend training on contractual or program matters, and provide access to all matters necessary for the LWIB and the County to monitor and establish compliance with the terms of the contract.

II. FISCAL MONITORING

1. Fiscal reviews may be conducted during the contract period by County or persons or agencies under contract with County. The reviews will determine the adequacy of Contractor's internal control and financial record-keeping and the accuracy of invoices to County.
2. Contractor's compliance with fiscal/budget requirements will be determined through monitoring of materials to be submitted to County and through field review of Contractor's fiscal records.
3. Compliance with Administrative/Fiscal guidelines - A fiscal review will be conducted at the beginning of the program year by County, as requested, so that contractor will fully understand the fiscal requirements of the contract. Additional technical assistance or training will be provided during the year as the need arises.
4. Additionally, a program fiscal audit will be conducted, the purpose of which is to determine whether all expenditures made under the contract are verifiable, justified and permissible in terms of WIA regulations. The audit also includes an evaluation of internal fiscal controls and the adequacy of the Contractor's accounting system, and may include a review of documents which support past invoices and the determination of accuracy of the Contractor's books and records. The audit may be performed by an independent auditor under contract to County or a County auditor. In all cases, the audit will not take place until after the submission of the closeout package by Contractor.

WORKFORCE INVESTMENT BOARD
WORKFORCE INVESTMENT ACT
PROGRAM SPECIFIC REQUIREMENTS

GENERAL PROVISIONS

1. Compliance

In performance of this agreement, Contractor will fully comply with:

- a. The provisions of the WIA and all regulations, directives, policies, procedures and amendments issued pursuant thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace WIA;
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures which implement the WIA.
- c. Contractor will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.

2. Certification

Except as otherwise indicated, the following certifications apply to all Contractors:

- a. *Corporate Registration*: The Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. *Sectarian Activities*: The Contractor certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- c. *National Labor Relations Board*: The Contractor (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

- d. *Prior Findings*: Contractor, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- e. *Drug-Free Workplace Certification*: By signing this subgrant/contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed subgrant/contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- f. *Child Support Compliance Act*: In accordance with the Child Support Compliance Act, the contractor recognizes and acknowledges :
- the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

g. *Debarment and Suspension Certification:* By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have not within a three year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

h. *Lobbying Restrictions:* By signing this agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or a employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or
3. employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this

federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (exhibit 1), "Disclosure Form to Report Lobbying". In accordance with its instructions.

4. The undersigned shall require that the language of this certification be included in the award documents for subgrant/contract transactions over \$100,000 (per OMB) at all tiers (including subgrants, contracts and subcontracts, under grants, loan, or cooperative agreements, and that all subrecipients shall certify and disclose accordingly.
 5. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i. *Union Activities:* Contractor, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, Contractor, by signing this agreement, hereby certifies that:
1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
 2. Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
 3. Contractor shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
 4. If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the subgrant/contract or termination of the subgrant/contract, or both, and the contractor or grantee may be ineligible for award of future state subgrants/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Standards of Conduct

The following standards apply to all Contractors.

- a. **General Assurance:** Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.
- c. **Employment of Former State Employees:** The Contractor will insure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.
- d. **Conducting Business Involving Relatives:** No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.
- e. **Conducting Business Involving Close Personal Friends and Associates:** Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
- f. **Avoidance of Conflict of Economic Interest:** An executive or employee of the Contractor, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Contractor or County. Supplies, materials, equipment or services purchased with agreement funds will be used solely for purposes allowed under this agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.

5. Funding

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this subgrant for the purpose of this program. In addition, this subgrant is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant in any manner. The County has the option to void or amend this subgrant to reflect any reduction of funds.

- a. At the expiration of the term of this agreement or upon termination prior to the expiration of this agreement, funds not obligated for the purpose of this agreement will be immediately remitted to the County, and no longer available to the Contractor.
- b. The County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for a hearing. Failure on the part of the Contractor or a Subcontractor of the Contractor to comply with the provisions of this agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c. The local Chief Elected Official of a unit of general local government designated as a local Workforce Investment Area shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a local Workforce Investment Area, the Chief Elected Official(s) will be individual(s) designated under an agreement executed by the Chief Elected Official(s) of the local units of government. The Chief Elected Official(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

6. Property

All property, finished or unfinished documents, data, studies and reports prepared or purchased by the Contractor under this agreement, will be disposed of in accordance with the direction of the County. In addition, any tools and/or equipment furnished to the Contractor by the County and/or purchased by the Contractor with funds pursuant to this agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the

United States Government and/or the County. Upon termination of this agreement, Contractor will immediately return such tools and/or equipment to the County or dispose of them in accordance with the direction of the County.

7. Termination

This agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the County or the Contractor may request a termination for convenience. The Contractor will give a ninety (90) calendar-day advance notice in writing to the County. The County will give a ninety (90) calendar-day advance notice in writing to the Contractor.
 - b. Termination for Cause - The County may terminate this agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the WIA, Regulations or implementing state legislation and corrective action has not been taken.
- All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Contractor will be addressed to:

Laurie Wishard, President
Family Service Agency of San Mateo County of San Mateo
1870 El Camino Real
Burlingame, CA 94010
(650) 692-0555

Notices to the County will be addressed to:

Robert Schwab, Director
Workforce Development, County of San Mateo
Human Services Agency, Employment & Training Administration
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002
(650) 802-5197

8. Amendments

This agreement may be unilaterally modified by the County upon written notice to the Contractor under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment or modification to the plan of the program described in Exhibit A, Description of Contractors Responsibilities and Program.
- c. Funds awarded the Contractor have not been expended in accordance with the schedule included in the approved local Plan. After consultation with the Contractor, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and federal law, regulations and policies, reverting to the County.
- d. There is a change in State and federal law or regulation requiring a change in the provisions of this Subgrant.

Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

9. Accounting and Cash Management

- a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and State regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this agreement.
- b. Contractor will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the County. Failure to adhere to these provisions may result in funds being provided through a reimbursement process.
- c. The County retains the authority to adjust specific amounts requested if the County's records and subsequent verification with the Contractor indicates that the Contractor has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of funds under this agreement will be utilized in accordance with policy and procedures established by the County. Contractor will account for any such generated income separately.
- e. Contractor shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this agreement, will

be made by check or wire transfer payable to the Contractor for deposit in Contractor's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Contractor. The County will have a lien upon any balance of WIA funds in these accounts which will take priority over all other liens or claims.

- f. Failure to adhere to the reporting requirements in item 12 of this agreement will result in funds not being released.

10. Records

- a. If participants are served under this agreement, the Contractor will establish a participant data system as prescribed by the County.
- b. Contractor will retain all records pertinent to this agreement for a period of three years from the date of final payment of this agreement. If, at the end of three years, there is litigation or an audit involving those records, the Contractor will retain the records until the resolution of such litigation or audit.
- c. The County and/or the U. S. Department of Labor, or their designee, will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the County of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

11. Reporting

- a. Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County.
- b. Contractor will submit an invoice/report within 15 calendar days after the end of each month unless a different due date is granted in writing by the County representative.

12. Grievance and Complaint System

Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, federal regulations and State statutes, regulations and policy.

13. Conflicts

- a. Contractor will cooperate in the resolution of any conflict with the U. S. Department of Labor which may occur from the activities funded under this agreement.
- b. In the event of a dispute between the County and the Contractor over any part of this agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the County and the Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

14. Audits

- a. The Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b. The Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to the County any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulations.
- c. Before any funds are released under this agreement, the Contractor will describe how, if it becomes necessary, the Contractor will repay disallowed expenditures with non-federal funds.

15. Disallowed Costs

Except to the extent that the County determines it will assume liability, the Contractor will be liable for and will repay, to the County, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Labor Organizations

Contractor will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

17. Nondiscrimination Clause

- a. The conduct of the contractor to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:

1. During the performance of this subgrant/contract, Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant/contract.

18. Subcontracting

- a. Any of the work or services specified in this agreement which will be performed by other than by the Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Contractor will maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to insure that the contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Confidentiality Requirements

The County and the Contractor will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of

Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The County and Contractor agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the County or Contractor enters into an agreement with a third party to provide WIA services, the County or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the County:

Robert Schwab, Director
Workforce Development, County of San Mateo
Human Services Agency, Employment & Training Administration
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002
(650) 802-5197

For the Contractor:

Laurie Wishard, President
Family Service Agency of San Mateo County of San Mateo
1870 El Camino Real
Burlingame, CA 94010
(650) 692-0555

20. Standards & Sanctions

- a. The Contractor is expected to make its best effort to achieve the standards set forth, and is subject to sanctions in the event that substantial compliance is not achieved.
- b. To the extent that the Contractor's performance adversely affects the County's performance, such sanctions will be applied to the Contractor in a manner consistent with Federal and State regulations.

21. Signatures

This agreement is of no force and effect until signed by both of the parties hereto. Contractor will not commence performance prior to the beginning of this agreement.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 07/31/01

PRODUCER

Talbot Ins & Financial Services, I
1800 Sutter Street, Suite 500
P.O. Box 4047
Concord, CA 94524-4047

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

COMPANIES AFFORDING COVERAGE

- COMPANY A North American Specialty Ins
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

Family Service Agency of San Mateo Co.
1870 El Camino Real
Burlingame CA 94010

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | UNITS |
|--------|---|---------------|----------------------------------|-----------------------------------|--|
| A | <input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | AFC000074800 | 07/01/2000 | 07/01/2001 | GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | AFC000074800 | 07/01/2000 | 07/01/2001 | COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: FACIL ACCIDENT \$ AGGREGATE \$ |
| A | <input type="checkbox"/> EXPRESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | AFU000074900 | 07/01/2000 | 07/01/2001 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: INTEREST AS FUNDING SOURCE
THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
ITS OFFICERS, AGENTS & EMPLOYEES
DEPARTMENT OF HEALTH
AND HUMAN SERVICES
400 HARBOR BOULEVARD
BELMONT, CA 94002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT TO 45 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

[Signature]

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-01

POLICY NUMBER: 0446445 - 01
CERTIFICATE EXPIRES: 01-01-02SAN MATEO COUNTY HUMAN SERVICE DIVISION
ATTN LORNA STRACHAN
400 HARBOR BLVD #C
BELMONT CA 94002

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

FAMILY SVC. AGENCY OF SAN MATEO Co
1870 EL CAMINO REAL
BURLINGAME CA 94010FAMILY SERVICE AGENCY OF SAN MATEO
(A NON PROFIT CORP.)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family Service Agency of San Mateo County
Contact Person: Leon Becker
Address: 1870 El Camino Real
Burlingame, CA 94010
Phone Number: 650-692-0555 Fax Number: 650-259-6426

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[X] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 25th day of May, 2001 at Burlingame, CA
(City) (State)

Signature of Laurie Wishard

Name (Please Print) Laurie Wishard

Title President

Contractor Tax Identification Number 94-1186169