

**AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for the provision of designing a comprehensive training program for the Human Services Agency staff, resource parents and other participants as determined by County of San Mateo, Human Services Agency ; and

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

1. Exhibits

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

Exhibit A—Program Description

Exhibit B—Payments Schedule

Exhibit C- Program Monitoring

Exhibit D- 504 Compliance

Exhibit E- Contractor's Declaration Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **NINE HUNDRED THOUSAND DOLLARS, (\$900,000).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2008 through June 30, 2011.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law

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.

16. Notices

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

In the case of County, to:

- 1) In the case of County, to:
San Mateo County, Human Services Agency
Renee Smylie, Director, Children and Family Services
400 Harbor Blvd., Bldg B
Belmont, CA 94002
650.802-3390

In the case of Contractor, to:

- 2) In the case of Contractor, to:
San Francisco State University/Bay Area Academy
Jay Bethke, Grant Administrator
1600 Holloway
San Francisco, CA 94132
415.338.3141

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

COUNTY OF SAN MATEO

By: _____
Adrienne J. Tissier, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY
Haro Kagemoto, Assistant Procurement Officer

Contractor's Signature

Date: _____

**BAY AREA ACADEMY- SAN FRANCISCO STATE UNIVERSITY
JULY 1, 2008 THROUGH JUNE 30, 2011
PROGRAM DESCRIPTION**

Program Description

Bay Area Academy (BAA), Contractor, affiliated with San Francisco State University (SFSU), a public education institution accredited by the Western Association of Schools and Colleges, will contract with the San Mateo County Human Services Agency. BAA will provide direct Child Welfare Title IV-E training for Children and Family Services staff and other audiences as specified by San Mateo County. The total cost of the services provided under this Agreement per fiscal year is \$300,000. The maximum amount of compensation to be paid by the County shall not exceed \$900,000.

As authorized by the Human Services Agency, the Bay Area Academy will design and provide training to current Children and Family Services staff in ways that increase the capacity to provide support and assistance to foster and adopted children.

CDSS Child Welfare Social Worker Training Requirements

In accordance with the Performance Improvement Plan (PIP), the California Department of Social Services (CDSS) and the California Social Work Education Center (CalSWEC) convened a statewide training education and training committee (STEC) to identify training concerns and to recommend improved training across the state. The PIP requires the CDSS to focus on specific training activities as they relate to Child Welfare social workers and Child Welfare social worker supervisors; establish a statewide minimum requirement for on-going training of existing staff and develop and implement a California Standardized Core curriculum for all new Child Welfare staff.

The Human Services Agency will provide through BAA on-going training to Children and Family Services (CFS) staff for purposes of professional development and to improve outcomes for children and families as outlined in the PIP and California Child Welfare Redesign efforts. As specified and authorized by the Human Services Agency, BAA will work collaboratively with the CFS Coordinator and CFS management staff to assess training needs, and to develop and deliver an enhanced training program for San Mateo County CFS. This training will include on-going training for existing staff, foster parents and other specific audiences as designated by the Agency. It may also include additional Common Core Curriculum training for new workers as needed.

The San Mateo County CFS's primary goals are to:

- Support and enhance San Mateo County CFS program initiatives and provide training to the CDSS mandated training hours for Child Welfare social workers and Child Welfare supervisors. This training will be in addition to and not in place of the training already offered by BAA contract with the State of California.
- Provide new worker California Standardized Core curriculum and advanced specialized Child Welfare training to enhance the Agency's capacity to engage families and to provide culturally competent services to families and children at risk of maltreatment and youth in the foster care system. Common Core training will be provided in this contract if San Mateo exceeds its core slots with the BAA Regional contract.
- Increase CFS staff knowledge and skills in public Child Welfare best practices with a focus on safety, permanency, well being, fairness and equity.
- Continue to assess the Cultural Competency needs of the Agency and develop training to address these needs as identified by the Agency and in the Child Welfare League of America (CWLA) assessment tool.
- On going assessment of training program to ensure it is in alignment with the Agency's Strategic Plan and Council on Accreditation (COA) standards

Services to be provided

1. Design and deliver training that is eligible for reimbursement under Title IV-E to:
 - Support Agency mandates and initiatives that include CDSS training requirements, Child Welfare Redesign and System Improvement Plan.
 - Increase staff knowledge on the application of new laws and regulations in Child Welfare practice.
 - Promote a strong framework in cultural competency for staff.
 - Enhance staff's best practice skills and knowledge.
2. Design and provide training eligible for reimbursement under Title IV-E to increase for capacity building, facilitation and strategic planning forums, as identified by the Agency training coordinator and CFS management.
3. Work collaboratively with the Agency training coordinator in the design, maintenance and operation and scheduling of all CFS training.
4. Recruit, negotiate and contract with training professionals to identify and provide culturally appropriate training, and provide support services and resources for all training.

5. Identify or develop training curriculum that is culturally appropriate, to be utilized by managers, supervisors and training staff.

Training Classes Deliverables

A key service to be provided by the Training Program is an ongoing comprehensive delivery of training. This includes working with the Children and Family Service (CFS) training coordinator, management team, and training team to identify current training topics. This also includes coordinating pre-registration, developing and distributing training announcements, providing on-site coordination, and conducting evaluations.

150 hours of training will be provided by the project for up to 30 participants per session. Minimum number of participant hours will be 3,000 hours annually for a full year service for this deliverable. (150 hours x minimum of 20 participants = total participant hours).

The specific courses will be identified jointly by CFS and the Contractor on a quarterly basis. These courses may include, but not limited to:

- a. Courses on cultural competence, California Child Welfare Redesign initiatives, and training to satisfy CDSS training requirements (core skills)
- b. Courses to satisfy Board of Behavioral Sciences (BSS) and the Board of Registered Nurses (BRN) requirements
- c. Specialized courses to train new supervisors
- d. Specialized skills based training for CWS staff
- e. Facilitation training (e.g., Team Decision Making, etc)
- f. Annual Legal Training
- g. Para Professional Standardized Training Series

Transfer of Learning

Recognizing that the skills and knowledge learned in the classroom need to be transferred to the workplace, the training program will identify various ways to measure the transfer of learning by participants and their supervisors. Possible measurement processes might include:

- a. Requiring all trainers to provide learning objectives for each training
- b. Conducting a random sample survey of selected training one to three months after the training to assess the transfer of learning that has occurred. These surveys may be conducted in one of the following formats:
 - Written survey
 - Telephone survey
 - Focus Group
 - Case Conferencing

- c. Present a training on the role of the supervisor in the transfer of learning

The deliverable for this component will be an evaluation report due within 15 days of the end of the fourth quarter of the first contract year, to include recommendations for implementation. The deliverables may change according to the results of the evaluation in conjunction with recommendations from CFS staff.

Training Support Services

The Contractor will provide the following support services for each training session or event:

- a. Training Sites: All training sessions will be located in San Mateo County training facilities or contractor training sites.
- b. Training Consultants & Content Experts: When necessary in consultation with the CFS training coordinator, the contractor will recruit and contract with content and training experts in the field to present training on topics or areas identified by CFS and the contractor. The contractor will pay consultants for presentation and curriculum development fees and will pay travel and per diem costs related to the training.
- c. New Worker Training Unit: Contractor will provide support services to the NWTU trainer to facilitate the delivery of new worker training. Support services will include contracting for external trainers and compilation of training evaluations. Time devoted to delivery of direct training sessions for new workers shall be included in the total number of deliverable participant hours.
- d. Liaison Service: The BAA director, assistant director and the project's training coordinator will provide liaison services between CFS and SFSU. The Bay Area training specialist will meet regularly with the CFS training coordinator and the training team to identify training topics.
- e. Contractor: Contractor will attend monthly planning meetings with CFS Training Coordinator and attend management/supervisor meetings, as requested, to promote and discuss ongoing training needs.

Training Announcements, Registration and Record Keeping

- a. Contractor will develop flyers to announce all training sessions and use other media as needed.
- b. Training announcements will cite the California State standards; developed by the California Social Work Education Center (CalSWEC), that is addressed by each training and will reference applicable Federal outcomes.
- c. Contractor will furnish a training summary; to include the training objectives and trainer bio, of upcoming Bay Area Academy training sessions twice a year to the CFS Training Coordinator.
- d. In coordination with the CFS training coordinator, the Contractor will monitor the number of registrants in the San Mateo County Learning Management System (LMS) for all contract-related training sessions.
- e. Contractor shall over-enroll training classes by up to 20% and maintain a waiting list.
- f. Any class that has fewer than 15 participants (10 for smaller classes identified by the Agency), confirmed two weeks prior to the class, may be subject to cancellation and rescheduling after consultation with CFS training coordinator.
- g. For all training provided by the Contractor, Contractor will prepare and maintain records of all training registrants, participants and no-shows, and provide individual training transcripts when requested.
- h. For all training provided by the Contractor, Contractor will maintain records of attendance at the Board of Behavioral Science (BBS) and BRN (Board of Behavioral Registered Nurses) licensure training and all required paperwork for licensure credit.
- k. Under the direction of the CFS Training Coordinator, Contractor will support other training activities of San Mateo County including but not limited to registration, onsite coordination, data entry in the LMS and evaluation.
- l. The Contractor staff assigned to perform deliverables for this training program will schedule office time that coincides with CFS training coordinator or a representative a minimum of once per week. This will be a scheduled meeting to discuss deliverables, training coverage, trainer updates, curriculum review, evaluation and other topics that apply to the ongoing services in this contract.

San Mateo County, Human Services Agency shall:

1. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training.
2. Provide information about community based agency staff, foster parents and other providers who will participate in joint training sessions.
3. Determine the number and assignment of slots available for joint training sessions provided by the program and assure the Title IV-E eligibility of community agency staff who receive training.
4. Determine which training sessions are mandatory and identify the respective participant populations.
5. Determine in consultation with contractor whether a training session shall be rescheduled due to lack of enrollment.
6. Ensure staff completion of evaluation surveys to measure outcome objectives.
7. HSA will provide office space and use of a computer for the out posted Bay Area Academy training specialist as required to perform training program duties.
8. Arrange for management participation in the training advisory meetings and large training events.
9. Provide contractor with the schedule of all other CFS training events and coordinate support if requested.

**BAY AREA TRAINING ACADEMY/SAN FRANCISCO STATE UNIVERSITY
JULY 1, 2008 THROUGH JUNE 30, 2011
PAYMENT SCHEDULE**

I. Financial Requirements:

- a) Contractor's financial management system must meet the requirements specified in Office of Management and Budget (OMB) Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. See <http://www.whitehouse.gov/omb/circulars/a110a110.html> for internet location of referenced document)
- b) Contractor costs related to this agreement must be identified in accordance with OMB Circular A-21, Cost Principles for Educational Institutions. (See http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html for internet location of referenced document).
- c) Contractor will retain necessary financial and administrative records for a minimum of a three-year period subsequent to the termination of this agreement.
- d) Contractor will provide, upon request of the Human Services Agency, other financial reports as specified by the Human Services Agency.

Payment for Services:

- a) Contractor will submit quarterly invoices during the term of the Agreement in a format and manner specified by the Human Services Agency. Invoice shall include participant hours for the period covered.
- b) Contractor will submit quarterly invoices to the Human Services Agency within 30 days after the close of each quarter.
- c) Such invoice will reflect the Title IV-E eligible line items and cost categories that directly support services specified in the Exhibit A of this Agreement.
- d) San Mateo County Children and Family Services Contractor Monitor will review final actual hours of service provided. Contractor must provide the requisite 3,000 participant hours annually for a full year service specified in Exhibit A of this Agreement.
- e) Failure to meet the hours specified for services will result in pro-ration of actual costs for the Agreement period.
- f) Quarterly Payments will be made as follows. To ensure that payment is issued in the same fiscal year that services were rendered, County must receive the 4th quarter invoice by the dates listed below; otherwise, payment will not be issued. The final invoice must include a cumulative reconciled cost report detailing actual costs as well as the training report detailing the actual hours of training provided.

<u>Period</u>	<u>Invoice Date</u>
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FY 2008-09

July – September	10/15/08
October – December	1/15/09
January – March	4/15/09
April – June	7/07/09

FY 2009-10

July – September	10/15/09
October-December	1/15/10
January – March	4/15/10
April – June	7/07/10

FY 2010-11

July – September	10/15/10
October-December	1/15/11
January – March	4/15/11
April – June	7/07/11

II. In full consideration of services rendered in accordance with the terms of this Amendment to the Agreement, the County shall pay the Contractor quarterly, unless otherwise authorized by the Director of the Human Services Agency or her designee.

- a) Payment for the above-referenced services shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) for July 1, 2008 to June 30, 2009; and THREE HUNDRED THOUSAND DOLLARS (\$300,000) for July 1, 2009 to June 30, 2010; and THREE HUNDRED THOUSAND DOLLARS (\$300,000) for July 1, 2010 to June 30, 2011.
- b) The maximum amount County shall be obligated to pay Contractor for these services shall not exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000) for the term of the Agreement.
- c) Invoices shall be sent to: Helen McClain, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- d). All payments under this Agreement must directly support services specified in the Exhibit A of this Agreement.

- e). County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A of this Agreement.
- f). County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- g). If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

EXHIBIT C

BAY AREA TRAINING ACADEMY/SAN FRANCISCO STATE UNIVERSITY JULY 1, 2008 THROUGH JUNE 30, 2011 PROGRAM MONITORING

I. Service Objectives

150 hours of training will be provided by the project for up to 30 participants per session. Minimum number of participant hours will be 3,000 hours annually for a full year service for this deliverable. (150 hours x minimum of 20 participants = total participant hours).

Contractor will provide a minimum of 3,000 participant hours annually for a full year service of training in topics identified by CFS and the Contractor.

II. Outcome Objectives

The Agency will monitor the services provided by the Contractor under this training program to evaluate the effectiveness and quality of the services received. To measure whether or not staff are able to put into practice the new skills, concepts and knowledge provided by this training program, the Contractor will evaluate how useful staff felt training was to their practice and secondly to evaluate staff transfer of learning.

Participant evaluations of the usefulness of the training completed at the end of the training:

- For mandatory training, a minimum of 70% of the respondents shall rate the overall usefulness as very good to excellent
- For non-mandatory training, a minimum of 80% of the respondents shall rate the overall usefulness as very good to excellent.

Follow up evaluations of 60% of training participants to assess the transfer of learning:

- A minimum of 80% of the respondents shall indicate that their knowledge increased as a result of the training.
- A minimum of 70 % of respondents shall identify at least two skills, tools, concepts, knowledge or policies and procedures that they will use in the workplace.

Reporting

- I. Contractor shall submit monthly participant list by course to HSA. The list is due 10 days after the end of each month.
- II. Contractor shall submit a 6-month report and a year-end report that show:
 - a.) program's performance against the outcome objectives as stated on Exhibit C.II
 - b.) the training provided for the reporting period and number of attendees
 - c.) a written summary of the evaluation results
 - d.) actual evaluation surveys that include course name, date, trainer's name, number of attendees and number of responses
 - e.) methods used to measure transfer of learning and findings on the transfer of learning evaluations as described in Exhibit A.

For FY 07-08, the 6 month report is due by January 15, 2008 and the year-end report is due by July 07, 2008. For FY 08-09, the 6 month report is due by January 15, 2009 and the year-end report is due by July 07, 2009. For FY 09-10, the 6 month report is due by January 15, 2010 and the year-end report is due by July 07, 2010.

- III. Contractor will be responsible for submitting the required reports. All required reports will be submitted to the following address:

County of San Mateo, Human Services Agency
Helen McClain, Training Coordinator
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

Exhibit D

(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)

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

Name of 504 Person - Type or Print

Bay Area Academy/San Francisco State University
Name of Contractor(s)-Type or Print

1600 Holloway
Street Address or P.O. Box

San Francisco, CA 94132
City, State, Zip Code

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

Date

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."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Bay Area Academy/San Francisco University	Phone:	
Contact Person:	Eileen Levy	Fax:	
Address:	1600 Holloway San Francisco, CA 94132		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

Signature

Name

Date

Title