

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DALY
CITY PENINSULA PARTNERSHIP COLLABORATE, 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, it is necessary and desirable that Contractor be retained for the purpose of promoting and facilitating collaborative efforts to ensure access to health education and social services to school aged children.

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

1. Exhibits and Attachments

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

- Exhibit A—Program Description
- Exhibit B—Payment Schedule
- Exhibit B1—Budget
- Exhibit C—Assurance of Compliance with Section§504 Compliance
- Exhibit D—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 One Hundred Eighty Three Thousand Three Hundred Four Dollars, \$183,304.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Upon Execution through June 30, 2010.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency 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 County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 Contractor 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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

**In the case of County, to:
Beverly Beasley Johnson, J.D., Director, Human Services Agency
400 Harbor Boulevard, Building C
Belmont, CA 94002
(650) 802-7516**

**In the case of Contractor, to:
LaVois Hooks, Executive Director, Daly City Peninsula Partnership
111 Lake Merced Boulevard
Daly City, CA 94015
(650) 992-3030**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
Mark Church, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

By: _____
La Vois Hooks, Executive Director

Date: _____

PROGRAM DESCRIPTION

DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

FISCAL YEAR 2009-10

I. Daly City Peninsula Partnership Collaborative Expansion Services:

The Daly City Peninsula Partnership Collaborative was formed in 1995 with the mission to promote and facilitate collaborative efforts to ensure that young children and their families have access to the health, education and social services needed to be successful in school and in life. The focus of the collaborative efforts is on families and young children from pre-kindergarten through third grade. Important milestones in the mission are learning readiness by kindergarten and academic success by third grade. The Daly City Peninsula Partnership Collaborative Expansion Services described herein will expand school-based services.

A. The Daly City Peninsula Partnership Collaborative (DCPPC) will employ a Program Supervisor. This position will report to the Executive Director of the DCPPC. The Program Supervisor will:

1. Oversee the overall program and provide the administrative support and direction for the program.
2. Work with the Executive Director to investigate ongoing funding sources for DCPPC Expansion Services for sustainability.
3. Meet with school principals to recruit individuals to staff each of the program components at each of the fifteen sites in Fiscal Year (FY) 2009-10.
4. Distribute supplies as needed to the various program components.
5. Recruit, train and supervise three Program Coordinators.
6. Provide a Progress Report by January 30, 2010 and a Final Report by July 31, 2010, to the Human Services Agency. The report should include Outcomes Data for Literacy Tutoring; Homework Assistance Program; Enrichment Classes and Kindergarten Readiness including number of unduplicated children served in each Outcome area.

B. The three Peninsula Partnership Program Coordinators are Daly City Peninsula Partnership Collaborative employees. Each

Program Coordinator will be responsible for between one and six sites. The Program Coordinators' responsibilities include the following:

1. Plan, coordinate, direct and evaluate the specific activities of the Daly City Peninsula Partnership Collaborative at the assigned school sites for pre-kindergarten through third grade. Activities include kindergarten readiness, tutoring, homework assistance, and enrichment classes.
 2. Recruit, train, supervise and evaluate part-time, contractual and volunteer staff.
 3. Prepare and monitor specific site budgets. Prepare reports and correspondence. Assist in the preparation and writing of grants and proposals as needed.
 4. Attend and assist in conducting training conferences and workshops.
 5. Maintain accurate inventory of supplies and equipment.
 6. Work with a variety of non profit agencies, middle and high school students, and other volunteer and mentoring groups within the community to create a pool of volunteers to be available for assigned program sites.
 7. Collect and input data from individual school sites per the program Outcomes.
- C. Offer complete programs at the following fifteen Elementary Schools sites: Bayshore, Daniel Webster, F.D. Roosevelt, Garden Village, George Washington, John F. Kennedy, Junipero Serra, M.P. Brown, M.H. Tobias, Panorama, Skyline, Susan B. Anthony, Thomas Edison, Westlake and Woodrow Wilson.
1. Literacy Tutoring:
Provide after school tutoring for 200 children.
 2. Homework Assistance:
Provide after school homework assistance to 350 children.
 3. Enrichment Classes:
Provide after school enrichment classes for 1000 children.
 4. Kindergarten Readiness:
Provide kindergarten readiness classes for 200 four year olds.

- D. Program Outcomes:
1. **Literacy Tutoring Program:** Achieve increased literacy in grade reading scores over the one year period, measured by parent surveys and norm referenced pre and post testing conducted in the fall and spring of the school year. Grade level growth in reading through the “Rigby” lexiled book level running record assessments. Attain between six months and two years growth of grade level reading standards.
 2. **Homework Assistance Program:** Establish early positive homework habits to enable a higher chance of school success. This will be measured by assessing the students, and surveying parents and classroom teachers as to motivation to complete homework and comprehension of homework concepts in the classroom. With 25% - 50% of the students to regularly complete homework assignments; 25% of the students to improve the quality of completed homework assignments; 25% of the students to improve in-class study skills and habits; and for 25% of the students to progress from “Poor” to “Fair” or from “Fair” to “Good” along the Teacher Assessment and Progression Grid.
 3. **Enrichment Classes:** Involve the students in positive life-long enriching activities, and to enlarge the scope of children’s learning by offering a variety of experiences to explore. This will be measured by surveying students, parents, and classroom teachers as to how students envision using their new interest areas and what the carryover effect has been in the classroom.
 4. **Kindergarten Readiness:** Children who have not been exposed to preschool programs will develop appropriate classroom behavior and a higher level of comfort in the classroom. Pre and post testing will be used by all sites to measure academic and verbal capacity.
- II. Meetings - Periodic meetings will take place between the Parties in October 2009, January 2010 and April 2010, to assure that services are being delivered adequately, review data and to discuss ongoing sustainability plans.

Daly City Peninsula Partnership Collaborative Program
Budget for July 1, 2009 - June 30, 2010

| <u>Budget Item</u> | <u>Total Cost For All Sites</u> | <u>S. M. County H.S.A. Contribution</u> | <u>Silicon Valley Foundation Contribution</u> | <u>School Districts Contribution</u> | <u>City of Daly City Contribution</u> | <u>Grants & Fees For Services</u> |
|---|---------------------------------|---|---|--------------------------------------|---------------------------------------|---------------------------------------|
| 1. <u>Program Supervisor</u> (Salary & Benefits) Will oversee the project, coordinate staff programs and monitor the budget of the program through the fiscal agent-the City of Daly City. | \$74,324 | \$5,000 | \$12,940 | \$25,000 | \$31,384 | 0 |
| 2. <u>Program Coordinators</u> (Salaries & Benefits for 3F/T staff) Will recruit, train, supervise, and evaluate program staff at their individual sites and be responsible for data input on evaluation statistics. | \$149,230 | \$56,000 | \$15,000 | \$40,000 | \$38,230 | 0 |
| 3. <u>Certificated Teachers for Tutoring</u> (\$31.83/hour) Will provide small group tutoring by up to two tutors in two 13-week sessions, 2 days a week, 1 hour and 15 minutes a day on 15 sites. | \$56,000 | \$52,000 | 0 | \$4,000 | 0 | 0 |
| 4. <u>Afterschool Homework Assistant</u> (\$16.00/hour) Will provide large group assistance with homework by two staff in two 13-week sessions, 3 days a week, 1 hour and 15 minutes a day on 15 sites. | \$40,000 | \$38,000 | 0 | \$2,000 | 0 | 0 |
| 5. <u>Enrichment Class Specialist</u> (\$26.00/hour) Will provide special classes by specialists per site per session to equal, four 6-week sessions, 1 day a week, 1 hour a day on 15 sites. | \$10,000 | \$0.00 | 0 | \$1,000 | 0 | \$9,000 |
| 6. <u>Kindergarten Readiness</u> (\$38.18/hour) Will provide five 4 week sessions, 5 days per week, 3 hours per day and three 4 week sessions, 5 days per week, 3 hours per day, plus 4 hours pre/post in- | \$12,550 | \$0.00 | \$10,550 | \$2,000 | 0 | 0 |

| | | | | | | |
|--|-------------|-----------|----------|----------|----------|----------|
| service per teacher. [8 Sites] | | | | | | |
| 7. <u>Admin & Other Expenses</u> Supplies for programs, telephone, postage, printing, office equipment, materials, and training. | \$41,754.00 | \$32,304 | \$5,450 | \$1,000 | 0 | \$3,000 |
| <u>Cost Per Site</u> | | | | | | |
| Total Program Cost/Funding | \$383,858 | | | | | |
| Contribution from San Mateo County | | \$183,304 | | | | |
| <u>Contribution from San Mateo County Peninsula Partnership</u> | | | \$43,940 | | | |
| <u>Contribution from School Districts</u> | | | | \$75,000 | | |
| Contribution from City of Daly City | | | | | \$69,614 | |
| Contribution from Other Grants & Fees for Services | | | | | | \$12,000 |

EXHIBIT C

(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.

LaVois Hooks, Executive Director
Name of 504 Person - Type or Print

Daly City Peninsula Partnership Collaborative
Name of Contractor(s)-Type or Print

111 Lake Merced Boulevard
Street Address or P.O. Box

Daly City, CA 94015
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."