

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CALIFORNIA STATE UNIVERSITY,
FRESNO FOUNDATION**

This Agreement is entered into this ____ day of ____, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and California State University Fresno Foundation, an auxiliary unit of California State University, Fresno, hereinafter called "Contractor."

* * *

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing a comprehensive Child Welfare Title IV-E training program services.

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

1. Exhibits and Attachments

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

Exhibit A	Scope of Work
Exhibit B	Payments and Rates
Exhibit B2	Budget Justification

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B and B2, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **NINE HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY ONE DOLLARS AND SIXTY CENTS.** (\$960,951.60). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2022 through June 30, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Human Services Agency or their designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

To the extent of their fault, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General 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 (a) the insurance afforded thereby to

County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance with Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Donna Wocher, Human Services Manager
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: 650-802-7566
Email: DWocher@smcgov.org

In the case of Contractor, to:

Name/Title: Jennifer Buchholz, Assistant Director
Address: 4910 N. Chestnut, Fresno, CA 93726-1852
Telephone: 510-388-2441
Email: JBuchholz@mail.fresnostate.edu

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a

designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION

^{DS}
JG

5/23/2022 | 12:58 PM PDT

DocuSigned by:

Joy J. Goto
C4C7C6BF4F414C3

Contractor Signature

5/23/2022 | 1:09 PM PDT Joy J. Goto

Date

Interim Dean, Division

Contractor Name (please print)

DocuSigned by:

Deborah S. Adishian-Astone
5FEDE674E0EF410

Contractor Signature

5/23/2022 | 1:33 PM PDT Deborah S. Adishian-Astone

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Scope of Work

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

I. SERVICES TO BE PROVIDED

The California State University Fresno Foundation (CSUFF), an auxiliary unit of California State University, Fresno (hereinafter Contractor), through its Central California Training Academy (CCTA) will contract with the County of San Mateo Human Services Agency (HSA) to provide a comprehensive Child Welfare Title IV-E training program, utilizing blended learning to increase Children and Family Services (CFS) staff and other system partners' knowledge and skills to improve children's safety, permanency and well-being. Contractor will identify potential trainers, purchase or develop curriculum, coordinate pre-registration, develop and distribute training announcements, provide on-site coordination, provide field-based training and coaching, coordinate technical assistance and conduct evaluations. The anticipated dates of service will be from July 1, 2022 through June 30, 2025. Contractor shall submit invoices to the County as indicated in Exhibit B – Payments and Rates. The total cost of the services provided under this Agreement is **\$324,524.88 in FY22-23, \$379,224.72 in FY23-24, and \$257,202 in FY 24-25**. The maximum amount of compensation to be paid by the County shall not exceed **\$960,951.60** for the term of the contract, which represents a reimbursement to Contractor.

A. BLENDED LEARNING: CLASSROOM, COACHING/FIELD-BASED, eLEARNING and TECHNICAL ASSISTANCE

Implementation, development and coordination of classroom, coaching/field-based, eLearning training and technical assistance designed to:

- Support CFS program mandates and initiatives, by increasing staff knowledge on the application of new initiatives including but not limited to California Integrated Core Practice Model (ICPM), Continuum of Care Reform (CCR), Resource Family Approval (RFA), Child and Adolescent Needs and Strengths (CANS), Child and Family Teams (CFT), and Continuous Quality Improvement (CQI).
- Meet the training needs, both classroom and field-based, that are required to implement initiatives.
- Enhance CFS staff professional knowledge and skills through multiple training mediums, including eLearning, classroom, and field-based training.
- Increase staff's cultural awareness and responsiveness by delivering curriculum that is culturally appropriate.
- Support current efforts to develop and sustain a trauma-informed infrastructure.
- Support teaming with system partners, such as collaboration with Behavioral Health and Recovery Services for Pathways to Wellbeing (formerly Katie A), clinical knowledge, and skill development.
- Provide training that will assist child welfare staff in meeting the 40 hours training requirement every two years that is mandated by California Department of Social Services.
- Emphasize Permanency, Safety, Wellbeing, Fairness, and Equity in all blended learning activities.
- Support staff retention by offering individual and group field-based training and coaching for new workers and transitioning staff, including newly hired or recently promoted supervisors and leadership.
- Provide training flyers for all contracted training sessions. Flyers will list the course description, learning objectives, and registration instructions with a registration hyperlink for self-registration. Contractor will provide the CFS training team a training roster two weeks before a training.

- Support CFS leadership with technical assistance in the implementation of initiatives including, but not limited to, California Integrated Core Practice Model (ICPM), Continuum of Care Reform (CCR), Resource Family Approval (RFA), Child and Adolescent Needs and Strengths (CANS), Child and Family Teams (CFT), and Continuous Quality Improvement (CQI).

B. LICENSED CLINICAL SOCIAL WORKER (LCSW) SUPERVISION

HSA CFS seeks to enhance staff development and retention by providing a Group Supervision for qualifying social workers pursuing licensure in clinical social work.

Contractor will identify a Board of Behavioral Sciences (BBS) approved Clinical Supervisor to provide education, supervision, and guidance regarding the theoretical principles, practices, and techniques related to clinical interventions and the explanation and modeling of approved clinical methods utilized with a professional helping relationship for the purpose of preparing Social Workers with an Associate Social Work (ASW) certification so they can collect clinical hours toward licensure as a Clinical Social Worker.

The Clinical Supervisor will conduct group supervision of no more than 8 social workers per group for the fiscal year for a total of up to 104 hours annually.

This service will be supported through general funds and will not be matched by IV-E dollars.

C. CURRICULUM

Based on the Annual Training Plan referenced in the Training Support Services in Exhibit B-2, Contractor will purchase or develop the curriculum, books, and other resources needed to support the implementation of the training plan. The training curriculum purchased or developed will be determined during the Annual Training Plan process.

D. EVENTS

Contractor is responsible for the delivery of one special event, 6 hours for All Staff collaboration and teaming. The CFS training team will work with the Workforce Development Specialist to identify the topic and event coordination.

II. DELIVERABLES

Contractor shall provide the following:

	FY22-23	FY23-24	FY24-25
Classroom Training	25 days	29 days	17 days
Field-based Training/Coaching	36 days	48 days	31 days
Technical Assistance	5 days	2 days	2 days
Curriculum Development	\$3,750	\$3,750	\$3,750
All Staff Training	\$5,000	\$5,000	\$5,000

LCSW Clinical Supervision	104 hours	104 hours	104 hours
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III. HSA-CFS RESPONSIBILITIES

- Bear ultimate responsibility for staff registration, attendance, and participation. County shall over-enroll training classes by up to 20% and maintain a waiting list, ensuring that the specified number of unduplicated participants self-register using the flyer link and attend training.
- Cover the costs of services if registered participants fail to attend without notification to BAA a minimum of 48 hours prior to scheduled services, notwithstanding whether services are delivered.
- Ensure that Department training space is reserved for training with minimum capacity for 30 participants. Any class that has fewer than 15 registrants (10 for smaller classes identified by the Agency), confirmed two weeks in advance may be subject to cancellation.
- Arrange for management participation in the Training Advisory Board meetings.
- Provide office space, computer, and equipment access for Contractor to print, copy, and other necessary functions during training coverage and while performing training program duties.
- Provide the names of and other pertinent information about community agency staff, system partners, foster parents, and other providers who will participate in joint training sessions.
- Determine which training sessions are mandatory or voluntary and identify the respective participant populations.
- Ensure staff completion of post-training surveys designed to measure outcome objectives and progress.
- Provide Contractor with bi-annual schedule of all other CFS training events and coordinate support if requested.

IV. OUTCOME OBJECTIVES

Beyond guaranteeing that the minimum number of participant hours for CFS staff is provided, it is essential to ascertain whether the new skills, concepts, tools, knowledge, or policies and procedures are practiced in the workplace. The quality and relevance of the training as perceived by the participants is one measurement to ensure that this transfer of learning occurs. Participant evaluations on the usefulness of the training will be completed at the end of each training event. Successful evaluations will indicate a minimum of 70% of CFS staff respondents rate the overall training at 3 or higher on a 4-point scale.

V. REPORTING

Contractor will provide a quarterly report of activities, referencing the tasks as described in Section I & IV- Service and Outcome Objectives by the 30th of the month following the end of the quarter.

Contractor will provide an annual report summarizing the contract activities, referencing the tasks as described in Section I & IV- Service and Outcome Objectives. Contractor shall provide an annual report which identifies all of the trainings and special events offered for the contract year, with cumulative evaluation results, participant numbers, and learning objectives identified. This report will also include accomplishments and challenges encountered by Contractor. The annual metrics will be reported by the 15th of the month following the end of the program year.

For assistance with reporting requirements or submission of reports, contact Donna Wocher at DWochoer@smcgov.org.

VI. TRAINING SUPPORT SERVICES

Contractor shall provide the following support services:

Annual Training Plan

In collaboration with CFS, create and implement an annual training plan at the beginning of each fiscal year of the contract term that supports and ensures the integration of Child Welfare practices with new and existing county and state mandates.

Liaison

- Assign staff to be a liaison between contractor and the CFS Workforce Development Team.
- Liaison will meet regularly with the CFS Workforce Development Team to identify advanced training as well as a vision for implementation

Trainers & Content Experts

- When necessary to present effective training, and in consultation with the CFS Program Manager, Contractor will recruit content and training experts in the field to present training on topics or areas identified by CFS and Contractor.
- Contractor shall pay trainers for presentation and curriculum development fees that will also include travel and per diem costs related to the training.

Training Materials

Provide training related materials that include learning tools such as books, videos, interactive exercises, flipchart pads, classroom posters and other training expenditures, which may also include learning meals that are working lunches used to conduct structured, facilitated discussions regarding the training activities covered previously in the training event. These learning meals can also include structured group activities related to the training as well as transfer of learning activities in which participants are asked to identify ways this training can and will be applied to their daily duties. This could also include limited provision for breakfast for initial training for new staff and the Title IV-E Intern Program, that facilitates/demonstrates engagement and relationship building that is in line with training objectives and best practice.

Flyers

- Develop flyers to announce all training sessions and use other media as needed.
- Training announcements shall reference applicable Federal outcomes.
- Prepare a monthly summary of upcoming training sessions and distribute it to CFS Supervisors at least one week prior to the first day of each month.

Training Sites

Contractor shall locate and contract for training sites for special event training.

Records

- Prepare and maintain records of all training registrants, participants, and no-shows, and provide individual training transcripts when requested.
- Register attendees for all contract-related training sessions.
- Maintain records of staff attendance and completion of training.
- Enter the above information into a database and produce three quarterly reports and one annual training report tracking Contractor's training hours.
- Classes with fewer than 15 participants (10 for smaller classes identified by the Department), confirmed two weeks prior to the class, may be subject to cancellation and rescheduling after consultation with the CFS Program Manager.

Exhibit B – Payments and Rates

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

1. Contractor will invoice County for services shown in Exhibit A based on the budget information/rates shown in Exhibit B2.
2. Contractor will submit an itemized invoice to County on a quarterly basis. Invoice will be due within 30 days after the close of each quarter. Invoices must include:
 - Invoice Number
 - Cost incurred
 - HSA Administrative Address: 1 Davis Dr., Belmont, CA 94002
 - Remit payment address
 - Agreement No.
 - Date of service
 - Description of service
 - Cost of service
3. Contractor will submit invoice along with any reports due, electronically to Donna Woher at DWoher@smcgo.org or their designee.
4. Contractor will mark final invoice with "Final Invoice" and must include the following certifications: "Payment of this invoice constitutes complete satisfaction of all County obligation under this Agreement and constitutes the completion of all services by the Contractor. County is hereby released from further claims and obligations for this Agreement upon payment of this final invoice".
5. County shall pay contractor upon receipt and approval of invoice.

Exhibit B2 - Budget Justification

A. RATES/COST

1. Training

a. Classroom Training

Contractor will deliver up to a total of 71 days of classroom training spread out between July 1, 2022 and June 30, 2025 based on the Annual Training plan developed with BAA Liaison and Program Manager. The budget request for this is based on a per day rate of \$3,896, inclusive of all staffing, independent contractors, and training support activities identified below. The budget request for this category in FY22-23 is \$97,400; in FY23-24 is \$112,984; and in FY24-25 is \$66,232.

b. Field Based Training/Coaching

Contractor will deliver up to 115 days of field-based training spread out between July 1, 2022 and June 30, 2025 based on the Annual Training plan developed between Contractor and CFS Program Manager. The budget request for this is based on a per day rate of \$3,896 inclusive of all staffing, independent contractors, and training support activities identified in the Exhibit A - Scope of Work. The budget request for this category in FY22-23 is \$140,256; in FY23-24 is \$187,008; and in FY24-25 is \$120,776.

c. Technical Assistance

Contractor will deliver up to 9 days of technical assistance spread out between July 1, 2022 and June 30, 2025 based on the Annual Training plan developed between Contractor and CFS Program Manager. The budget request for this is based on a per day rate of \$3,896 inclusive of all staffing, independent contractors, and training support activities identified in the Exhibit A - Scope of Work. The budget request for this category in FY22-23 is \$19,480; in FY23-24 is \$7,792; and in FY24-25 is \$7,792.

2. LCSW Clinical Supervision

Contractor will coordinate and deliver up to 17.3 days (104 hours) of clinical group supervision per year for identified Agency staff. The total budget request for this service is \$34,600 per fiscal year and is based on a per day rate of \$2,000, inclusive of all staffing, independent contractors, and training support activities identified in the Exhibit A - Scope of Work.

3. Curriculum

Contractor will either purchase or develop classroom and/or e-learning modules, books and resources in support of the delivery of the Annual Training Plan. The total budget request for this category is \$3,750 per fiscal year and is based on Contractor curriculum development methodology and actual costs of curriculum, books, and resources.

4. Events

The total budget request for this category is \$5,000 per fiscal year. Contractor will plan, coordinate, and deliver one special event during each fiscal year.

5. Total Indirect Foregone (Match Contribution of 11%) of \$97,874.70. The breakdown of indirect costs are FY 22-23 of \$33,053.46, FY 23-24 \$38,624.74 and FY 24-25 \$26,196.50.