

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DALY CITY PARTNERSHIP

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Daly City Partnership, 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 the children of northern San Mateo County, including English Language Learners, with academic support.

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—Program/Project Description
- Exhibit B—Amount and Method of Payment
- Exhibit B1—Budget
- Exhibit C — Child Abuse Prevention and Reporting
- Exhibit D — Finger Printing Certification Form
- Attachment I—§ 504 Compliance
- Attachment P – Personally Identifiable Information for County Contractors, Sub Contractors, Vendors and Agents

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B and Exhibit B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Exhibit C.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and Exhibit B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TWO HUNDRED AND TEN THOUSAND ONE HUNDRED TWENTY DOLLARS (\$210,120)**. 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 September 1, 2017, through June 30, 2019.

5. Termination

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

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

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

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or

damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. 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 |
| (b) Motor Vehicle Liability Insurance... | \$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 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 4.106 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 County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by 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 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 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 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 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 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 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 Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that

complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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: Trisha Howard, Management Analyst, Collaborative Community Outcomes
Address: 1 Davis Dr. Belmont, CA 94002
Telephone: (650) 802-6590
Email: tahoward@smcgov.org

In the case of Contractor, to:

Name/Title: Pat Bohm, Executive Director
Address: 725 Price Street, Daly City, CA 94014
Telephone: (650) 301-3305
Email: pat@dcpartnership.org

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.

* * *

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

For Contractor: Daly City Partnership

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Name/Title: Pat Bohm, Executive Director
Address: 725 Price Street, Daly City, CA 94014
Telephone: (650) 301-3305
Email: pat@dcpartnership.org

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.

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

For Contractor: Daly City Partnership


Contractor Signature

7.25.2017
Date

Pat Bohm
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

Program/Project Description

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

1. Background: Daly City Peninsula

Daly City Partnership (DCPPC) was formed in 1995 with a mission to promote and facilitate collaborative efforts to ensure that young children and their families have access to health, education and social services, in order to be successful in school and in life. In 2010, DCPPC expanded services to include all ages. Its new mission is to guide collaborative efforts and connect the community to services that promote well-being. The shared vision of the Daly City Partnership is a community of people empowered to learn, grow and achieve a fulfilling life.

This Agreement with the San Mateo County Human Services Agency is one of several funding sources that support the work of DCPPC and its programs. DCPPC is encouraged to secure additional private and public funding in addition to funding provided by Human Services Agency (HSA). Exhibit B1- Budget, identifies HSA funding which supports a portion of program administration, program enrollment, planning, afterschool academic programs, and collaborative activities.

The focus of this Agreement is to support families and young children from pre-kindergarten through eighth grade. Important milestones in the mission are academic success by third grade, increased access to enrichment programs, such as dance, art, and science, and connecting families to community resources.

DCPPC will provide the following services tailored to each school site and student population at elementary and middle school sites located in Daly City or South San Francisco. The 21 school sites served will include: Jefferson Elementary School District – Daniel Webster Elementary, FD Roosevelt K-8th, Garden Village Elementary, George Washington Elementary, John F Kennedy Elementary, Marjorie H Tobias Elementary, Margaret P Brown Elementary, Susan B Anthony Elementary, Thomas Edison Elementary, Westlake Elementary, Woodrow Wilson Elementary, Fernando Rivera Middle, Ben Franklin Intermediate, and Thomas R Pollicita Middle School. In South San Francisco Unified School District – Buri Buri Elementary, Junipero Serra Elementary, Ponderosa Elementary, and Skyline Elementary. In Brisbane School District - Panorama Elementary. In Bayshore School District – Bayshore Elementary and Robertson Middle School.

2. Program Administration

- A. DCPPC will employ a Program Supervisor. This position will report to the Executive Director of DCPPC.

The Program Supervisor will:

- Oversee the overall program and provide the administrative support and direction for the program.
 - Work with the Executive Director to investigate ongoing funding sources for DCPPC Expansion Services for sustainability.
 - Meet with school principals to recruit individuals to staff each of the program components at each of the school sites.
 - Distribute supplies as needed to the various program components.
 - Recruit, train and supervise two full time Program Coordinators and one part time administrative assistant.
- B. Two Peninsula Partnership Program Coordinators and one Program Supervisor are DCPPC employees. Each of them will be responsible for between four and eight school sites. Program Supervisor/Coordinators' responsibilities include the following:
- Plan, coordinate, direct and evaluate the specific activities of the Daly City Partnership at the assigned school sites for pre-kindergarten through eighth grade. These activities would include tutoring, homework assistance, and enrichment classes.
 - Recruit, train, supervise and evaluate part-time contractual and volunteer staff.
 - Prepare and monitor specific site budgets. Prepare reports and correspondence. Assist in the preparation and writing of grants and proposals, as needed.
 - Attend and assist in conducting training conferences and workshops.
 - Maintain accurate inventory of supplies and equipment.
 - 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.
 - Collect and input data from individual school sites per the Program Outcomes.

3. Program Enrollment

- A. DCPPC staff will work collaboratively with the school sites, school districts, SMCOE, County Human Services Agency, families, and local nonprofit

agencies to enroll students into afterschool and summer programs in order to reach enrollment goals as set in this Agreement under each program area.

- B. DCPPC will use letters to parents in “Wednesday folders” at the schools to invite students to tutoring and homework assistance programs and to advertise enrichment program enrollment. Phone and email will be used to communicate with families on further enrollment questions.
- C. Students enrolled in Enrichment Programs, such as dance, art, science, and technology, will have the opportunity to apply for scholarships for fee based programs. Students enrolled in ASES and Extended Daycare after school programs will receive additional free enrichment opportunities through a partnership between service providers and DCPPC.
- D. Advertising will take place in Spanish and English and outreach can be facilitated in multiple languages that reflect the diversity of Daly City and South San Francisco.

4. Inspiring Summer Programs

- A. As a co-lead for The Big Lift Inspiring Summer (BLIS) under Measure K and the Social Innovation Fund Grant, DCPPC will work collaboratively to enroll children in Inspiring Summer programs in Daly City and throughout San Mateo County. DCCP staff will be an integral part of the BLIS administrative team on-site.
- B. DCPPC staff will assist with planning, marketing, outreach and development for the Inspiring Summer program.

5. After School Academic Programs (ASAP)

- A. Literacy Tutoring Program:
 - Provide after school literacy tutoring for at least 150 children.
 - Then intent of the literacy tutoring program is for students to achieve increased proficiency in grade leveled reading scores over the 5 to 10 month tutoring period.
 - Program outcomes will be measured by parent surveys, classroom teacher final evaluation of improvement, and norm referenced pre and post testing conducted in the fall and spring of the school year.
 - Students who are English Language Learners (ELL) will be prioritized for enrollment in tutoring programs.
 - Students are expected to attain between six months and two years growth in reading from the start of the program.

B. Math Tutoring Program:

- Provide after school math tutoring to at least 50 students.
- The intent of the math tutoring program is for students to achieve increased proficiency in grade leveled math skills over a 5 to 10 month tutoring period.
- Program outcomes will be measured by parent surveys, classroom teacher final evaluation of improvement, and norm referenced pre and post testing conducted in the fall and spring of the school year.

C. Homework Assistance Program:

- Enroll at least 100 students in Homework Assistance Programs.
- The intent of the homework assistance program is to establish early positive homework habits in order to enable a higher chance of school success.
- Program outcomes will be measured by surveying parents and classroom teachers and asking for their evaluation of the degree of student improvement in homework skills, motivation to complete homework, and comprehension of academic concepts.
- The outcome goal is that at least 50% of the students will regularly complete and return homework assignments; 25% of the students will improve the quality of completed homework assignments; and 25% of the students will improve in-class study skills and habits. In addition, 25% of the students are expected to progress from "Poor" to "Fair" or from "Fair" to "Good" along the Teacher Assessment and Progression Grid.

D. Enrichment Classes:

- Enroll at least 900 students in enrichment classes such as mentoring, academic skill building, dance, art, science, technology, chess, cooking, and theater at selected school sites, as tailored to their specific request and needs.
- The intent is to involve students in positive, life-long enriching activities and enlarge the scope of each child's learning by offering a variety of subjects and experiences to explore.
- Program impact will be measured by the number of students enrolled and engaged in the class.
- Program outcomes may also be measured by surveying students, parents, and teachers as to what positive experiences each student has had from participating in the enrichment class, and any influence this has had on their motivation to attend school.

6. Additional Collaborative Activities:

The following programs may be fiscally sponsored by other organizations. County has no fiscal obligation to the programs listed in this section. DCPPC is expected to enhance the efforts and sustain the relationships of these programs as part of this Agreement .

- A. Outreach: DCPPC coordinators and staff will provide additional assistance to schools and families to support community resources through outreach fairs and events. Coordinators will reach out to families to provide increased access to after school and summer programs and connect families to partner agencies and their respective programs, such as school districts and nonprofit/community based organization programs, that would be of benefit to the demographic of families we serve.
- B. Collaborative Meeting Support: DCPPC staff will coordinate collaborative agency membership meetings that convene 5 times per year for professional development, networking, and discussion of community issues and potential solutions and to avoid duplication of services throughout the county.
- C. Support Parent Education Programs: DCPPC is the lead agency for parent education and advocacy through a grant with First 5 San Mateo County. Under this grant, DCPPC is managing the introduction of parent education and advocacy programs in partnership with the nonprofit, Faith in Action, at the preschool level. The goal of the program is to develop parent leaders that can effect change in their community by working on an initiative of their choosing and getting involved with the political process to make changes to that initiative.
- D. Family Literacy and Health Fair: In collaboration with Jefferson Elementary School District and the Jefferson Council PTA, DCPPC coordinators manage a city-wide Family Literacy and Health Fair that serves over 800 attendees annually in the spring. The fair features: free children's literacy and health activities, free distribution of children's books, free lunch, and access to community based organizations through tables with free information.
- E. Collaboration with Core Service Agency: Collaborate with the Core Service Agency to provide increased opportunities for families to access after school interventions, childcare, and connection to school based resources.
- F. Backpack Drive: Collaborate with the local Core Service Agency to solicit donations from individuals and local businesses, purchase and assemble backpacks and school supplies, and distribute over 200 backpacks to low income and underserved youth in grades K-12 throughout Daly City and Northern San Mateo County.
- G. County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation.

7. Performance Measures:

Below are the performance measures iterated in the program descriptions above. DCPPC is expected to meet or exceed these measures as part of this agreement.

| MEASURE | FY 2017-2018 Targets | FY 2018-2019 Targets |
|---|-------------------------|-------------------------|
| Number of children served in Academic Afterschool Programs. | 1,200 | 1,250 |
| Percent of increased growth in literacy as reflected by pre and post testing. | 50% | 55% |
| Percent of increased growth in math as reflected by pre and post testing. | 50% | 55% |
| Percent of parent satisfaction in all after school programs based on parent surveys. | 85% | 90% |
| Classroom teacher assessment of students in literacy, math, and homework completion or academic skills rated as "improved" or "much improved" in academic areas, based on the scale : No change (1), Improved (2) or Much Improved (3). | 65% | 70% |

County shall have the option, as required, to change or adjust performance measures and targets to meet its program goals once agreed upon by both parties. County shall notify Contractor in advance of its plan to adjust performance measures and targets. Changes to performance measures will be confirmed in writing.

8. Program Reporting:

Provide a Progress Report by January 31 and a Final Report by July 31, to Human Services Agency in 2018 and 2019. These reports should include mid-year enrollment data and end of year outcomes data for Literacy Tutoring, Homework Assistance Program and Enrichment Classes, including number of unduplicated children served in each outcome area, as well as, assessment of opportunity of youth in science, engineering or technology enrichment programs in communities served by this contract. For reporting outcome measure targets listed as percentages, DCCPC will also provide the raw data, which calculates the percentage result, in their mid-year and end-of-year report.

- A. An annual site review will be conducted by the Human Services Agency, Collaborative Community Outcomes Branch (CCO) Contract Monitor to assure that services are being delivered adequately. The Agreement monitor will review data and discuss ongoing plans during each year of the Agreement term. Changes to DCCPC program components must be reported immediately to the Contract Monitor with Human Services Agency.
- B. All reports will be submitted to:

San Mateo County Human Services Agency
Attn: STEM Program
1 Davis Drive
Belmont, CA 94002

Email: STEM@smcgov.org

- C. Contractor is expected to report all known or suspected instances of child abuse or neglect including its employees, consultants, or agents performing services under this agreement. Notwithstanding section 5 (Termination) of the agreement, County may terminate the agreement immediately for failure to report. Contractor shall report all known or suspected instance of abuse to the Contact listed in section 17 (Notices) of the Agreement.

9. Program Training:

If the California Department of Education provides annually funding to cover the costs for staff training, HSA will support the STEM Community of Practice (CoP) in San Mateo County. The CoP is a regional effort, led by Alameda County, to build a network of afterschool STEM providers who share best practices and learn to promote STEM hands-on/minds-on education. HSA encourages DCPPC staff to attend these meetings and be part of a regional STEM network designed for Out-of-School STEM educators.

(End of Exhibit A)

Exhibit B

Amount and Method of Payment

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:

Amount and Method of Payment:

- A. The term of this Agreement is as follows:
 - a. FY 17-18: September 1, 2017 to June 30, 2018
 - b. FY 18-19: July 1, 2018 to June 30, 2019

- B. The funding amount for this Agreement is as follows:
 - a. FY 17-18: \$105,060
 - b. FY 18-19: \$105,060

In consideration of the services provided by Contractor pursuant to Exhibit A, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, Contractor shall invoice County based on the payment schedule below. Invoices shall include any applicable taxes and fees. County shall pay Contractor upon receipt and approval of invoices. Invoices to be sent to:

County of San Mateo
Human Services Agency
Attn: STEM Program
1 Davis Drive
Belmont, CA 94002
Email: STEM@smcgov.org
(650) 508-6784

| FY | Payment Amount | Invoice Deadline | Deliverable |
|-----------------|-----------------------|--------------------------|--|
| FY 17-18 | \$50,000 | October 1, 2017 | Upon Agreement execution. |
| | \$55,060 | February 15, 2018 | Upon receipt and approval of the Mid-Year Report for FY17-18 <i>(due January 31, 2018)</i> |
| FY 18-19 | \$50,000 | August 15, 2018 | Upon receipt and approval of the Year End Report for FY17-18 <i>(due July 31, 2018)</i> |
| | \$55,060 | February 15, 2019 | Upon receipt and approval off the Mid-Year Report for FY18- |

| | | | |
|--------------|------------------|--|--|
| | | | 19 (<i>due January 31, 2019</i>) |
| | | | Final Year-End Report for FY 18-19 is due on July 31, 2019 |
| TOTAL | \$210,120 | | |

County shall have the option to adjust amounts listed in the table above to meet its program/project goals across fiscal years to meet its program goals as agreed upon by both parties and approved by County in writing as long as it does not exceed the total agreement obligation.

- C. In no event shall County's total fiscal obligation under this Agreement including an taxes and fees exceed **TWO HUNDRED TEN THOUSAND ONE HUNDRED AND TWENTY DOLLARS, (\$210,120)** for the term of the Agreement.

(End of Exhibit B)

Exhibit B1 — Budget



Daly City Peninsula Partnership Collaborative

2017-18 BUDGET



| code | Income Source | | | | | | Status or Change | Total DCPP | HSA Operations Funding Request |
|-------|--|-----------------------------|--------------|-----------|----------|----------|------------------|-------------------|--------------------------------|
| 43410 | San Mateo County H.S.A. Contract | | | | | | secured | 105,060.00 | 105,060 |
| 43410 | City of Daly City -Seed Support | | | | | | unsecured | 10,000.00 | |
| 43420 | School Contracts -District Support | | | | | | secured | 140,000.00 | |
| 43430 | Foundation Grants | | | | | | unsecured | 7,000.00 | |
| 43450 | Corporate / Business Contributions Kohl's: \$1000. | | | | | | secured | 1,000.00 | |
| 43500 | Contract Obligations- Fundraising , Grants Star Vista: \$ 30,000. Foster Youth Grant | | | | | | secured | 33,000.00 | |
| 47240 | Program Service Fees | | | | | | secured | 90,000.00 | |
| | Total Projected Income for 2016-17 | | | | | | | 386,060.00 | \$105,060.00 |
| | IN- Kind Support of ASAP | Hourly | X bi-wkly | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | in-kind value |
| | Volunteer Support | 24.95 | 199.60 | 4,790.40 | 0.00 | 298.44 | 373.65 | 65.15 | 5,527.64 |
| | Rent In-Kind Value | 400 square feet X 2.50 X 12 | | | | | | 12,000.00 | |
| | In Kind Building Maintenance, Utilities | | | | | | | 35,000.00 | |
| | DCP Staff or Item Description | Hourly | X bi-wkly hr | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | |
| | DCP Executive Director | 43.65 | 873.00 | 22698.00 | 800.00 | 1414.09 | 1770.44 | 154.35 | 26,836.88 |
| | DCP Office Admin (AP, AR,data) | 22.84 | 365.44 | 9501.44 | 400.00 | 591.94 | 741.11 | 64.61 | 11,299.10 |
| | In Kind Office Supplies | | | | | | | 5,000.00 | |
| | Other Indirect Operating Costs | | | | | | | 29,000.00 | |
| | Total Leveraged Funding | | | | | | | 124,663.62 | |
| | Total Including Matching In-Kind Support Each Year | | | | | | | 386,060.00 | |
| | DCPPC - ASAP Expenses | | | | | | CA-SUI | SS-Medicare | Wrkrs' Comp |
| 66000 | Staff Salaries | Hourly | Bi Weekly | Annually | Benefits | 0.0623 | 0.078 | 0.0136 | Actual Cost |
| | Program Supervisor | 25.58 | 2,046.40 | 53,206.40 | 4,620.00 | 3,314.76 | 4,150.10 | 723.61 | 66,014.86 |
| | Program Coordinator | 20.16 | 1,612.80 | 41,932.80 | 4,620.30 | 2,612.41 | 3,270.76 | 570.29 | 53,006.56 |
| | Program Coordinator | 16.90 | 1,352.00 | 35,152.00 | 4,620.00 | 2,189.97 | 2,741.86 | 478.07 | 45,181.89 |
| | Administrative Assistant PT | 16.50 | 132.00 | 3,432.00 | 0.00 | 213.81 | 267.70 | 46.68 | 3,960.18 |
| | Part Time Instructors | Varies | 0.00 | 72,000.00 | 0.00 | 4,485.60 | 5,616.00 | 979.20 | 83,080.80 |
| 66010 | TOTAL Salaries and Benefits | | | | | | | 251,244.30 | 66,014.86 |
| | Program Expenses | | | | | | | Cost | |
| 60910 | Supplies: Classroom & Office | | | | | | | 8,000.00 | 8,000.00 |
| 60930 | Incentives and Teaching Stipends | | | | | | | 7,000.00 | 7,000.00 |
| 60940 | Special Programs & Events | | | | | | | 5,000.00 | 5,000.00 |
| 60960 | Teaching Consultants - Contractual Fee Based | | | | | | | 70,000.00 | |
| 62100 | Contracted Services- non fee based, Accounting, Assemblies | | | | | | | 9,000.00 | 9,000.00 |
| 62800 | Equipment Maintenance, Repairs, Contracts | | | | | | | 1,000.00 | 1,000.00 |
| 65020 | Postage, Mailing | | | | | | | 70.00 | |
| 65030 | Printing, Copying | | | | | | | 745.70 | 745.70 |
| 65050 | Telephone, IT Telecommunications | | | | | | | 7,000.00 | |
| 65120 | Insurance, Liability, D & O | | | | | | | 2,000.00 | 2,000.00 |
| 68300 | Travel, Meetings, Conferences, Conventions, Trainings | | | | | | | 2,000.00 | 2,000.00 |
| 68320 | Mileage Reimbursement, Parking & Tolls | | | | | | | 4,000.00 | 4,000.00 |
| 68320 | Other Miscellaneous Expense / Indirect Costs -501c3 at 5% | | | | | | | 19,000.00 | 299.44 |
| | Total Program Expenses | | | | | | | 134,815.70 | |
| | | | | | | | | 386,060.00 | 105,060.00 |



| code | Income Source | | | | | | Status or Change | Total DCPP | HSA Operations Funding Request |
|-------|--|-----------------------------|--------------|-----------|----------|-------------|------------------|-------------------|--------------------------------|
| 43410 | San Mateo County H.S.A. Contract | | | | | | secured | 105,060.00 | 105,060 |
| 43410 | City of Daly City -Seed Support | | | | | | unsecured | 10,000.00 | |
| 43420 | School Contracts -District Support | | | | | | secured | 140,000.00 | |
| 43430 | Foundation Grants | | | | | | unsecured | 7,000.00 | |
| 43450 | Corporate / Business Contributions Kohl's: \$1000. | | | | | | secured | 1,000.00 | |
| 43500 | Contract Obligations- Fundraising , Grants Star Vista: \$ 30,000. Foster Youth Grant | | | | | | secured | 33,000.00 | |
| 47240 | Program Service Fees | | | | | | secured | 90,000.00 | |
| | Total Projected Income for 2016-17 | | | | | | | 386,060.00 | \$105,060.00 |
| | IN- Kind Support of ASAP | Hourly | X bi-wkly | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | in-kind value |
| | Volunteer Support | 24.95 | 199.60 | 4,790.40 | 0.00 | 298.44 | 373.65 | 65.15 | 5,527.64 |
| | Rent In-Kind Value | 400 square feet X 2.50 X 12 | | | | | | 12,000.00 | |
| | In Kind Building Maintenance, Utilities | | | | | | | 35,000.00 | |
| | DCP Staff or Item Description | Hourly | X bi-wkly hr | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | |
| | DCP Executive Director | 43.65 | 873.00 | 22698.00 | 800.00 | 1414.09 | 1770.44 | 154.35 | 26,836.88 |
| | DCP Office Admin (AP, AR,data) | 22.84 | 365.44 | 9501.44 | 400.00 | 591.94 | 741.11 | 64.61 | 11,299.10 |
| | In Kind Office Supplies | | | | | | | 5,000.00 | |
| | Other Indirect Operating Costs | | | | | | | 29,000.00 | |
| | Total Leveraged Funding | | | | | | | 124,663.62 | |
| | Total Including Matching In-Kind Support Each Year | | | | | | | 386,060.00 | |
| | DCPPC - ASAP Expenses | | | | CA-SUI | SS-Medicare | Wrkrs' Comp | | |
| 66000 | Staff Salaries | Hourly | Bi Weekly | Annually | Benefits | 0.0623 | 0.078 | 0.0136 | Actual Cost |
| | Program Supervisor | 25.58 | 2,046.40 | 53,206.40 | 4,620.00 | 3,314.76 | 4,150.10 | 723.61 | 66,014.86 |
| | Program Coordinator | 20.16 | 1,612.80 | 41,932.80 | 4,620.30 | 2,612.41 | 3,270.76 | 570.29 | 53,006.56 |
| | Program Coordinator | 16.90 | 1,352.00 | 35,152.00 | 4,620.00 | 2,189.97 | 2,741.86 | 478.07 | 45,181.89 |
| | Administrative Assistant PT | 16.50 | 132.00 | 3,432.00 | 0.00 | 213.81 | 267.70 | 46.68 | 3,960.18 |
| | Part Time Instructors | Varies | 0.00 | 72,000.00 | 0.00 | 4,485.60 | 5,616.00 | 979.20 | 83,080.80 |
| 66010 | TOTAL Salaries and Benefits | | | | | | | 251,244.30 | 66,014.86 |
| | Program Expenses | | | | | | | Cost | |
| 60910 | Supplies: Classroom & Office | | | | | | | 8,000.00 | 8,000.00 |
| 60930 | Incentives and Teaching Stipends | | | | | | | 7,000.00 | 7,000.00 |
| 60940 | Special Programs & Events | | | | | | | 5,000.00 | 5,000.00 |
| 60960 | Teaching Consultants - Contractual Fee Based | | | | | | | 70,000.00 | |
| 62100 | Contracted Services- non fee based, Accounting, Assemblies | | | | | | | 9,000.00 | 9,000.00 |
| 62800 | Equipment Maintenance, Repairs, Contracts | | | | | | | 1,000.00 | 1,000.00 |
| 65020 | Postage, Mailing | | | | | | | 70.00 | |
| 65030 | Printing, Copying | | | | | | | 745.70 | 745.70 |
| 65050 | Telephone, IT Telecommunications | | | | | | | 7,000.00 | |
| 65120 | Insurance, Liability, D & O | | | | | | | 2,000.00 | 2,000.00 |
| 68300 | Travel, Meetings, Conferences, Conventions, Trainings | | | | | | | 2,000.00 | 2,000.00 |
| 68320 | Mileage Reimbursement, Parking & Tolls | | | | | | | 4,000.00 | 4,000.00 |
| 68320 | Other Miscellaneous Expense / Indirect Costs -501c3 at 5% | | | | | | | 19,000.00 | 299.44 |
| | Total Program Expenses | | | | | | | 134,815.70 | |
| | | | | | | | | 386,060.00 | 105,060.00 |



Daly City Peninsula Partnership Collaborative

2017-18 BUDGET



| code | Income Source | | | | | | Status or Change | | Amount |
|-------|--|-----------------------------|--------------|---|----------|----------|------------------|-------------|---------------|
| 43410 | San Mateo County H.S.A. Contract | | | | | | secured | | 105,060.00 |
| 43410 | City of Daly City -Seed Support | | | City of Daly City Budget deficit = 3 mil | | | unsecured | | 10,000.00 |
| 43420 | School Contracts -District Support | | | | | | secured | | 140,000.00 |
| 43430 | Foundation Grants | | | | | | unsecured | | 7,000.00 |
| 43450 | Corporate / Business Contributions | | | Kohl's: \$1000. | | | secured | | 1,000.00 |
| 43500 | Contract Obligations- Fundraising , Grants | | | Star Vista: \$ 30,000. Foster Youth Grant | | | secured | | 33,000.00 |
| 47240 | Program Service Fees | | | | | | secured | | 90,000.00 |
| | Total Projected Income for 2016-17 | | | | | | | | 386,060.00 |
| | DCPPC - ASAP Expenses | | | | | CA-SUI | SS-Medicare | Wrkrs' Comp | |
| 66000 | Staff Salaries | Hourly | Bi Weekly | Annually | Benefits | 0.0623 | 0.078 | 0.0136 | Actual Cost |
| | Program Supervisor | 25.58 | 2,046.40 | 53,206.40 | 4,620.00 | 3,314.76 | 4,150.10 | 723.61 | 66,014.86 |
| | Program Coordinator | 20.16 | 1,612.80 | 41,932.80 | 4,620.30 | 2,612.41 | 3,270.76 | 570.29 | 53,006.56 |
| | Program Coordinator | 16.90 | 1,352.00 | 35,152.00 | 4,620.00 | 2,189.97 | 2,741.86 | 478.07 | 45,181.89 |
| | Administrative Assistant PT | 16.50 | 132.00 | 3,432.00 | 0.00 | 213.81 | 267.70 | 46.68 | 3,960.18 |
| | Part Time Instructors | Varies | 0.00 | 72,000.00 | 0.00 | 4,485.60 | 5,616.00 | 979.20 | 83,080.80 |
| 66010 | TOTAL Salaries and Benefits | | | | | | | | 251,244.30 |
| | Program Expenses | | | | | | | | Cost |
| 60910 | Supplies: Classroom & Office | | | | | | | | 8,000.00 |
| 60930 | Incentives and Teaching Stipends | | | | | | | | 7,000.00 |
| 60940 | Special Programs & Events | | | | | | | | 5,000.00 |
| 60960 | Teaching Consultants - Contractual Fee Based | | | | | | | | 70,000.00 |
| 62100 | Contracted Services- non fee based, Accounting, Assemblies | | | | | | | | 9,000.00 |
| 62800 | Equipment Maintenance, Repairs, Contracts | | | | | | | | 1,000.00 |
| 65020 | Postage, Mailing | | | | | | | | 70.00 |
| 65030 | Printing, Copying | | | | | | | | 745.70 |
| 65050 | Telephone, IT Telecommunications | | | | | | | | 7,000.00 |
| 65120 | Insurance, Liability, D & O | | | | | | | | 2,000.00 |
| 68300 | Travel, Meetings, Conferences, Conventions, Trainings | | | | | | | | 2,000.00 |
| 68320 | Mileage Reimbursement, Parking & Tolls | | | | | | | | 4,000.00 |
| 68320 | Other Miscellaneous Expense / Indirect Costs -501c3 at 5% | | | | | | | | 19,000.00 |
| | Total Program Expenses | | | | | | | | 134,815.70 |
| | | | | | | | | | 386,060.00 |
| | IN- Kind Support of ASAP | Hourly | X bi-wkly | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | in-kind value |
| | Volunteer Support | 24.95 | 199.60 | 4,790.40 | 0.00 | 298.44 | 373.65 | 65.15 | 5,527.64 |
| | Rent In-Kind Value | 400 square feet X 2.50 X 12 | | | | | | | 12,000.00 |
| | In Kind Building Maintenance, Utilities | | | | | | | | 35,000.00 |
| | DCP Staff or Item Description | Hourly | X bi-wkly hr | Annually | Benefits | 0.0623 | 0.078 | 0.0068 | |
| | DCP Executive Director | 43.65 | 873.00 | 22698.00 | 800.00 | 1414.09 | 1770.44 | 154.35 | 26,836.88 |
| | DCP Office Admin (AP, AR,data) | 22.84 | 365.44 | 9501.44 | 400.00 | 591.94 | 741.11 | 64.61 | 11,299.10 |
| | In Kind Office Supplies | | | | | | | | 5,000.00 |
| | Other Indirect Operating Costs | | | | | | | | 29,000.00 |
| | Total Leveraged Funding | | | | | | | | 124,663.62 |
| | Total Including Matching In-Kind Support Each Year | | | | | | | | 510,723.62 |

(End of Exhibit B1)

Exhibit C
Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code ("Penal Code") Section 11164, *et seq.* Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by County to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. Requiring all employees, consultants, or agents performing services under this Agreement who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Requiring all employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

(End of Exhibit C)

Exhibit D
County of San Mateo – Fingerprinting Certification Form

DATE: 5/31/2017

AGREEMENT WITH: Daly City Partnership

FOR:

Provide academic support to youth of San Mateo County.

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

NAME:

TITLE:

SIGNATURE:

DATE:

(End of Exhibit D)

ATTACHMENT I

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

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

Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. 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 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 Contractor(s).

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:

Name of Contractor(s):

Daly City Partnership

Street Address or P.O. Box:

111 Lake Merced Boulevard

City, State, Zip Code:

Daly City, CA 94015

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

Signature:

Title of Authorized Official:

Date:

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: Pat Bohm

Name of Contractor(s): Daly City Peninsula Partnership Collaborative

Street Address or P.O. Box: 725 Price Street

City, State, Zip Code: Daly City, CA 94014

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

Signature:



Title of Authorized Official: Executive Director

Date:

7-25-2017

*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."

*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."

(End of Attachment I)

Attachment P
Personally Identifiable Information
Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.
- e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.
- f. **“Secure Areas”** means any area where:
 - i. Contractors administer or assist in the administration of County programs;
 - ii. PII is used or disclosed; or
 - iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

III. Use of Safeguards by Contractor to Protect PII

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances

permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual

password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have at least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

IV. Reporting of Breaches Required by Contractor to County; Mitigation

- a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.
- b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.
- c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

V. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

VI. Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.
- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

VII. Permissible Requests by County

County shall not request Contractor to use or disclose PII in any manner that would not be permissible under the Privacy Rule if so requested by County, unless Contractor will use or disclose PII for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

VIII. Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.
- b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

IX. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

(End of Attachment P)