

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Youth Leadership Institute**

This Agreement is entered into this 7 day of June, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Youth Leadership Institute, 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 overseeing implementation of the San Mateo County Youth Commission.

**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—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

## **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, 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 **FOUR HUNDRED THOUSAND SIX HUNDRED AND TWENTY DOLLARS (\$400,620)**. 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.

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through June 30, 2019.

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief of the San Mateo County Health System 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.

**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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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.

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**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**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 Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation 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.

### **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 if this Agreement's total value listed Section 3, above, 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:	Cassius Lockett, PhD Director of Public Health, Policy and Planning
Address:	225 37 <sup>th</sup> Avenue, San Mateo CA 94403
Telephone:	650-573-2104
Facsimile:	650-5732116
Email:	<a href="mailto:clockett@smcgov.org">clockett@smcgov.org</a>



In the case of Contractor, to:

Name/Title: Jonathan Marker, CEO Youth Leadership Institute  
Address: 940 Howard Street, San Francisco, CA 94103  
Telephone: 301-807-6420  
Facsimile: N/A  
Email: [jmarker@yli.org](mailto:jmarker@yli.org)

**18. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

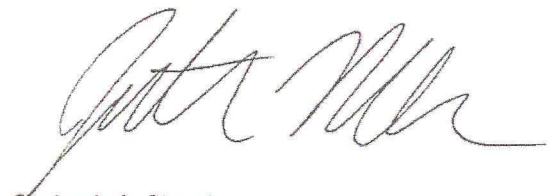
Date:

ATTEST:

By:

Clerk of Said Board

Youth Leadership Institute



Contractor's Signature

Date:

5/4/16

5/27/16 JHM



## Exhibit A

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

The contractor will staff and oversee the successful implementation of the San Mateo County Youth Commission (SMCYC or Youth Commission) to provide a representative voice for youth in county government, foster a culture of youth development in government, and work to advance policy recommendations prioritized by youth in the San Mateo County Adolescent Report. The contractor will work with the Youth Commission to identify strategies and allies to advance Youth Commission's policy agenda and ensure the interests and voices of San Mateo County youth are represented in key policy decisions that impact their lives.

### **1. Setting the Foundation of a Strong SMCYC**

Contractor will deepen their knowledge of the SMCYC history, current opportunities, challenges, evaluation results, commissioners and key partners. They will build and strengthen key relationships and establish full staffing and refine implementation strategy as needed.

<b>Outcome(s):</b> Develop a deep understanding of the current structure and function of the Youth Commission, build relationships with Commissioners and partners, and establish full staffing.	
1) Onboard and train coordinator to ensure complete understanding of youth development model used, structure of SMCYC, health equity values and other aspects to staff a strong SMCYC.	July 31, 2016
2) In this new role as staff support to the SMCYC, build relationships with San Mateo County Board of Supervisors and their legislative staff, chairs of SMC Boards and Commissions that have partnered with SMCYC, new Commissions and Boards of interest, and San Mateo County Office of Education.	Ongoing
3) Through meetings with partners, commissioners, board members and those who have served on commissions with Youth Commissioners, learn more about the opportunities and challenges of staffing the YC to provide for a strong representative voice for all youth in SMC.	May 31, 2017 May 31, 2018 May 31, 2019
4) Through meetings with partners, commissioners, Board Members and those who have served on commissions with Youth Commissioners, learn more about the opportunities and challenges of staffing the YC in order to support development of strong implementation plans that enable a strong representative voice for all youth in SMC. <ul style="list-style-type: none"><li>• Share key learnings and draft implementation plan with Health System staff.</li></ul>	May 31, 2017 May 31, 2018 May 31, 2019
5) Solicit feedback from all Commissioners; consider surveys or focus group discussions to provide opportunity for feedback. Work with returning	May 31, 2017

members to understand current policy momentum that needs support; identify ways to solicit feedback from SMCYC Alumni.	May 31, 2018 May 31, 2019
6) Identify County Boards and Commissions that SMCYC are currently serving on and identify primary contact with each board and commission and develop plan for maintaining placements. Identify new Commissions and Boards that may be relevant to the youth-identified policy priorities and establish relationships, better understand their interest in including youth voices.	June 30, 2017 June 30, 2018 June 30, 2019

## 2. Recruitment of Youth Commissioners

Contractor will develop a recruitment strategy that emphasizes attracting youth from diverse backgrounds that represent the ethnic, cultural, racial, socio-economic, geographic, and gender diversity of San Mateo County. Emphasis of recruitment will be focused on schools, community colleges and youth groups/organizations where youth from these diverse backgrounds already engage.

<b>Outcome(s):</b> The San Mateo County Youth Commission will reflect the ethnic, cultural, socio-economic, racial, geographic, and gender diversity of San Mateo County to represent an inclusive voice for all youth within local county government structures.	
1) Provide all necessary materials to interested finalists to confirm a commitment to the SMCYC.	July 7, 2016 July 7, 2017 July 7, 2018
2) Finalize Youth Commissioners for the upcoming school year.	July 31, 2016 July 31, 2017 July 31, 2018
3) Develop SMCYC application, review process, and recruitment strategy for prospective Youth Commissioners.	February 28, 2017 February 28, 2018 February 28, 2019
4) Develop and distribute SMCYC recruitment materials and efforts widely aimed at diverse populations across the county. Recruit effectively to reach marginalized youth.	March 31, 2017 March 31, 2018 March 31, 2019
5) Screen applications, conduct interviews, analyze results and engage key partners such as the SMC Board of Supervisors in identifying finalists for the	June 30, 2017



open Youth Commission seats.	June 30, 2018
	June 30, 2019

### 3. Development of Key Partnerships

Contractor will establish partnerships with key stakeholders to ensure the SMYC serves as a representative voice for youth across SMC. These stakeholders include, but are not limited to, local elected officials, local school district officials, local county departments, youth groups and community-based organizations.

<b>Outcome(s):</b> Establish relationships with key partners and stakeholders who work with the SMCYC.	
1) Establish partnership with staff from the San Mateo County School Wellness Alliance, County Office of Education, Behavioral Health and Recovery Services (BHRS) Youth Mental Health First Aid training, Human Services Agency programs working to support foster youth and other youth programming, and other key County agency partners.	Ongoing
2) Develop youth-adult partnership strategy that supports Adult Allies who work with youth on Boards and Commissions. This will focus on best practices related to youth development and will ensure that adults can meet the needs of the youth with which they are partnered.	September 30, 2016 September 30, 2017 September 30, 2018
3) Establish a database of diverse and comprehensive youth-based organizations, teachers and other school leaders, youth organizing groups and the local community colleges for recruitment and for participation in SMCYC public meetings, efforts, and events.	October 31, 2016 (update as needed)
4) Contractor will support the SMCYC to engage stakeholders and support the advancement of the SMCYC priorities and policy interests.	Ongoing year-round

### 4. Coordination of public meetings, community meetings, annual all-day retreat and youth conference.

Contractor will coordinate all public meetings, committee meetings, community meetings, an annual all-day retreat, youth conference and other meetings as needed to support successful implementation of the San Mateo County Youth Commission. Regular meeting locations will ideally rotate throughout the various geographic regions of San Mateo County based on accessibility as an effort to reduce regional bias in representation on the SMCYC. Feasibility of this will be tested with Youth Commissioners in order to overcome transportation barriers and ensure full participation. All members of the Youth Commission will be placed on a committee and may be appointed to a Board or Commission.

**Outcome(s):** The San Mateo County Youth Commission meetings are scheduled in advance, and held in locations accessible to Youth Commissioners and the public. All members of the Youth

Commission will be placed on a committee and may be appointed to a Board or Commission.	
<p>1) Explore possibilities to hold monthly public YC meetings in various locations throughout San Mateo County. The date, location and time for each Youth Commission meeting for the year should be confirmed no later than August 1 and posted to the Youth Commission website.</p> <p>2) Ensure monthly meetings include a standing agenda item focused on skill-building, and that topics are announced prior to each meeting.</p>	<p>July 31, 2016</p> <p>July 31, 2017</p> <p>July 31, 2018</p>
<p>3) Coordinate with the returning Executive Committee members to plan and organize a 2-day retreat focused on Leadership Development that will include the following topics.</p> <ul style="list-style-type: none"> <li>• Team building</li> <li>• Overview of the purpose of the Youth Commission</li> <li>• Overview of County Government structure</li> <li>• Robert's Rules of Order</li> <li>• Review 2014-15 Adolescent Report and policy recommendations</li> <li>• Overview of Youth Commission structure: representation on Boards and Commissions; committee structure; and executive board structure</li> <li>• Understanding of equity, diversity and values of cultural humility</li> <li>• Meeting facilitation</li> <li>• Other topics as determined</li> </ul> <p>They will also distribute a survey on other leadership and training opportunities for Youth Commissioners to prioritize trainings for the remainder of the year.</p>	<p>August 31, 2016</p> <p>August 31, 2017</p> <p>August 31, 2018</p>
<p>4) Develop and maintain SMC Youth Commission website, Facebook page and other social media sites to promote YC work and encourage youth and other community members to attend public meetings.</p>	<p>August 31, 2016</p> <p>Ongoing</p>
<p>5) Ensure all Commissioners are placed on a committee. Commissioners may be appointed to a Board or Commission.</p>	<p>October 31, 2016</p> <p>October 31, 2017</p> <p>October 31, 2018</p>



6) Ensure the following YC structure: <ul style="list-style-type: none"> <li>The YC will maintain an Executive Committee comprised of a Chair, Vice Chair, Secretary and Committee chairs.</li> <li>The YC can create ad hoc committees and appoint the members to such committees as it deems necessary to carry out its purposes.</li> <li>All members of the Youth Commission will select a position on one of the ad hoc committees.</li> <li>Committee's should be structured based on youth interests and alignment with policy goals.</li> </ul>	October 31, 2016 October 31, 2017 October 31, 2018
7) Organize a mid-year retreat to include further development of youth skills and include an evaluation of the Youth Commission's progress made on policy goals.	January 31, 2017 January 31, 2018 January 31, 2019
8) Hold a Youth Conference in a location that is accessible to youth from throughout San Mateo County and will include topics on the agenda that are relevant to youth in the community. Partner with the SMC School Wellness Alliance to encourage partnership and alignment with the SMC School Wellness Alliance and/or the School Wellness Summit.	April 30, 2017 April 30, 2018 April 30, 2019
9) Facilitate the Youth Commission preparation for and presentation of an annual update to the San Mateo County Board of Supervisors and/or other County leadership as related to the Youth Commission's annual projects.	June 30, 2017 June 30, 2018 June 30, 2019
10) Facilitate an end-of-year retreat to discuss successes and challenges. Annual program and policy evaluation interviews and surveys will be conducted.	June 30, 2017 June 30, 2018 June 30, 2019

##### 5. Research and policy recommendation development

Contractor will support the SMCYC to work with their school districts to implement the CA Healthy Kids Survey and work with HPP staff to analyze data related to youth health and educational attainment, develop policy recommendations based on the findings, and develop a report anticipated to be released no later than June 2019.

<b>Outcome(s):</b> Support the San Mateo County Youth Commission to partner with HPP staff to analyze data, develop the SMC Adolescent Report and identify evidence-driven five-year policy recommendations.	
1) Encourage Youth Commissioners to work with SMC school districts to ensure strong implementation of	Ongoing

the CA Healthy Kids Survey (CHKS)	
2) Facilitate interested Youth Commissioners to work with HPP staff to review CHKS data analysis, interpret results and create briefs and share new data as needed to inform the state of youth health in SMC and modify efforts accordingly.	Ongoing
3) Support the Youth Commission, in partnership with the Health System, to publish a report on youth health every five years (next one due June 2019). The implementation of the robust research will start every two years and take up to three years to publish a report providing in-depth understanding of the state of youth and adolescent health in SMC.	Ongoing
4) Work with YC and the Health System to develop a published report outlining key findings and updated policy recommendations based on the robust research effort. This report will form the foundation, support and guiding document for subsequent YC's work.	June 30, 2019
5) Support the YC to present to the Board of Supervisor's, SMC School Wellness Alliance, San Mateo County Superintendents and other key stakeholders regarding the CA Healthy Kids Survey (CHKS), the role that data plays in helping to inform policy and program decisions and the need for collecting data regularly.	October 31, 2017 October 31, 2018 October 31, 2019
6) Convene committees regularly to advance the SMCYC policy agenda outlined in the Adolescent Report.	Ongoing
7) Ensure that the SMCYC commissioners are trained on the Adolescent Report annually during the orientation each year.	Ongoing

## 6. Policy Advancement

Contractor will work with Youth Commissioners to advance their policy goals as identified in their 2014-15 Adolescent Report and any subsequent youth reports outlining their research results.

**Outcome(s):** In partnership with SMCYC, establish ad hoc committees based on the 2014-15 Adolescent Report topic areas, identify policy objectives at the beginning of each year, and actively pursue adoption and implementation of those policy recommendations.

1) Work with ad hoc committees identify policy priorities for the year and develop a plan to advance policy recommendations.	October 31, 2016 October 31, 2017 October 31, 2018 October 31, 2019
2) Facilitate ad hoc committee meetings to ensure they convene regularly to advance the SMCYC policy agenda outlined in the Adolescent Report.	Ongoing
3) Support Executive Committee and ad hoc committee members' presentations to the SMC	June 30, 2017 June 30, 2018



Board of Supervisors, and other stakeholders, regarding progress made advancing priority policies guided by the report and describe anticipated next steps for the following year.	June 30, 2019
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## 7. Equity, diversity and cultural humility

Contractor will ensure that equity, diversity and cultural humility are prioritized in all SMCYC activities and decisions.

<b>Outcome(s):</b> Members of the SMCYC will have a deep understanding of the importance of creating an environment that fosters equity, diversity and cultural humility and will make sure that all policy recommendations and related activities consider their importance.	
1) Identify training topics and schedule dates to train the SMCYC on the importance of addressing inequity, fostering a diverse and inclusive environment and supporting cultural humility.	October 31, 2016 October 31, 2017 October 31, 2018
2) Recruit commissioners using methods to ensure deep outreach to youth from varying socio-demographic backgrounds and to ensure the YC represents the voices of all youth in SMC, especially those most vulnerable.	February through June of 2017, February through June of 2018 February through June of 2019
3) Make multiple attempts to support leadership in Youth Commissioners who need additional resources in order to step into their leadership role.	Ongoing
4) Engage youth from diverse backgrounds and experiences to solicit their feedback and input for the YC, and engage them in informing and advancing the YC's policy goals.	Ongoing
5) Ensure data analysis is done with particular attention to understanding the outcomes and needs of the most vulnerable youth in order to inform the policy agenda.	Ongoing
6) Ensure YC materials and efforts pay particular attention to using culturally-appropriate and accessible language to engage diverse youth populations.	Ongoing
7) Work with the Youth Commissioners to encourage diversity on the Executive Committee	Ongoing
8) Discuss equity, cultural humility and diversity throughout the efforts of the Youth Commission and represented as clear values on the YC website and materials.	Ongoing

## 8. Reporting and Evaluation

Contractor will schedule briefly monthly phone calls with HPP staff to check-in on progress, and to discuss successes and challenges with implementation of the SMCYC. Calls will be cancelled if deemed not necessary. Contractor will submit quarterly reports to HPP staff to provide a

summary of progress made using the templates provided by HPP staff. Contractor will work with the County to develop and conduct an evaluation that has measurable goals and objectives. Strategies will be identified to measure the Youth Commission's ability to achieve those goals. The evaluation will be done on an annual basis and will be used to inform the following years work.

<b>Outcome(s):</b> Engage in on-going dialogue with HPP staff and provide thorough updates on SMCYC implementation. .	
1) Coordinate with HPP staff to schedule dates and times for monthly check-in phone calls.	July 31, 2016
2) Submit quarterly reports on June 15, September 15, December 15 and March 15 of each year (using templates provided by HPP staff).	July 31, 2016 (Ongoing)
3) Collaborate with HPP staff to develop an evaluation plan including measurable goals and objectives for assessing implementation of the SMCYC.	August 31, 2016 August 31, 2017 August 31, 2018
4) Conduct evaluation of SMCYC yearly; consider focus groups, interviews, and/or surveys.	May 31, 2017 May 31, 2018 May 31, 2019
5) Present California Friday Night Live Youth Development Survey opportunity to the YC.	August 31, 2016 August 31, 2017 August 31, 2018
6) Administer 2016 California Friday Night Live Youth Development Survey to YC and develop a brief report summarizing survey results.	May 31, 2017 May 31, 2018 May 31, 2019



## **Exhibit B**

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, County shall pay Contractor based on the following schedule and terms:

### **1. Amount and Method of Payment**

**A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed FOUR HUNDRED THOUSAND SIX HUNDRED AND TWENTY DOLLARS (\$400,620) for three years. The county shall pay the contractor in accordance with the following program expenses described below:

### **B. Budget**

#### **Three-year Budget**

<b>Timeframe</b>	<b>Total Amount</b>
July 1, 2016 – June 30, 2017	\$133,540
July 1, 2017 – June 30, 2018	\$133,540
July 1, 2018 – June 30, 2019	\$133,540
<b>TOTAL</b>	<b>\$400,620</b>

#### **Yearly Itemized Budget**

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:

<b>Item</b>	<b>Amount</b>
Staffing: YC Program Coordinator, 1 FTE (Salary range: \$21.00 to \$23/hr)* <ul style="list-style-type: none"><li>Responsible for the successful implementation of the San Mateo County Youth Commission</li></ul>	\$43,680-\$47,840
Staffing: Senior Director, .2 FTE (\$34/hr) <ul style="list-style-type: none"><li>Responsible for oversight on San Mateo County Programs</li></ul>	\$14,144
Staffing: CEO, .1 FTE (\$72/hr) <ul style="list-style-type: none"><li>Responsible for oversight for all programs and</li></ul>	\$14,976

synergy between Fresno, Marin, and San Mateo Youth Commissions	
Fringe Benefits @ 28%* <ul style="list-style-type: none"> <li>Payroll taxes, medical insurance, dental insurance, and worker's compensation insurance</li> </ul>	\$20,384-\$21,548
<b>SUBTOTAL OF PERSONNEL EXPENSES</b>	<b>\$93,184-\$98,509</b>
Program Supplies (meeting materials)	\$ 4,600
SMCYC All-Day Retreat and Two-day Orientation <ul style="list-style-type: none"> <li>Space rental, food and transportation, additional staff support</li> </ul>	\$ 4,405
Equipment	\$1,000
Travel	\$2,750
Recruitment Materials	\$1,500
7 <sup>th</sup> Annual SMC Youth Conference	\$7,000
Contingency Funds*	\$4-\$5,329
<b>SUBTOTAL OF DIRECT EXPENSES</b>	<b>\$114,439-\$119,768</b>
Indirect Expenses (12%)*	\$13,772
<b>TOTAL</b>	<b>\$133,540</b>

\* The YC Program Coordinator salary and associated benefits are subject to review once a specific candidate is recruited and hired. Supporting documentation indicating the actual hourly rate of the Program Coordinator will be submitted when hired.

Subsequently, any portion of the funds allocated for the Program Coordinator salary or corresponding benefits not spent will shift to the Contingency Funds line item in the budget.

Overall, Contractor can use the contingency funds to pay for additional programmatic expenses incurred over and above the allocated amount in the original budget. Written approval from staff must be obtained prior to using or invoicing for contingency funds, and approval should be submitted with the invoice. Supporting documentation may be requested at that time to substantiate total direct expenses incurred as well as additional funds needed for specific programmatic efforts.

**INVOICING:**

- 1) Total invoices per fiscal year (July 1-June 30) must not exceed ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$133,540)
- 2) Monthly invoices will be submitted on the 15<sup>th</sup> of each month, with the exception of July in each year. To ensure timely payments, the invoice submission deadline for those months is July 3, 2017, July 2, 2018, and July 1, 2019.
- 3) Each invoice will include a description of all services provided in the prior month including FTE time by each staff, a bulleted list of key deliverables and tasks completed, and any key purchases or expenditures made.
- 4) Contractor will only invoice for the actual costs.
- 5) All invoices shall include the following language and a signature:

*Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.*

Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Title: \_\_\_\_\_, Agency: \_\_\_\_\_

- 6) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.



## 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.

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: Jonathan Marker, Chief Executive Officer

Name of Contractor(s): Youth Leadership Institute

Street Address or P.O. Box: 1670 South Amphlett Boulevard, Suite 250

City, State, Zip Code: San Mateo, CA 94402

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

Signature:

Title of Authorized Official:

Date:

\*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."

## **Attachment IP**

### **Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.