

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

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 California State University Fresno Foundation, 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 comprehensive training for Human Services Agency (HSA) staff, resource parents, and other participants as determined by the Human Services Agency.

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
- Exhibit B1—Annual Budget
- Exhibit C—Monitoring

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 **ONE MILLION ONE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS (\$1,152,684)**. 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 Director of the Human Services Agency 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

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost. 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. 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.

11. 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:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| (Applies to all agreements) | |
| <input checked="" type="checkbox"/> 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.

12. 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 the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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 12, 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.

14. 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 in 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.

15. 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.

16. 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.

17. 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.

18. 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: Loc Nguyen, Director of Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94402
Telephone: 650-802-3390
Email: lnguyen@smcgov.org

In the case of Contractor, to:

Name/Title: Deborah Adishian-Astone, Executive Director
Address: 4910 N. Chestnut Avenue, Fresno, CA 93710
Telephone: 559-278-0840
Facsimile: 559-278-0992
Email: orsp@csufresno.edu

19. 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: _____

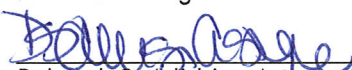
ATTEST:

By: _____

Clerk of Said Board

CALIFORNIA STATE UNIVERSITY FRESNO FOUNDATION

Contractor's Signature


Deborah S. Adishian-Astone, Executive Director


Keith Kompasi, Director, Foundation Financial Services

Date: 5/25/2016 5-27-16

Bay Area Academy
California State University, Fresno Foundation
July 1, 2016 – June 30, 2019

Program Description

California State University, Fresno, Foundation, an auxiliary unit of California State University, Fresno (hereinafter Contractor), through the Central California Training Academy (CCTA) - Bay Area Academy (BAA), will contract with the San Mateo County Human Services Agency. BAA will provide Child Welfare Title IV-E training for Children and Family Services (CFS) staff and other audiences as specified by San Mateo County (SMC).

California Department of Social Services (CDSS) Child Welfare Social Worker Training Requirements

In accordance with the statewide minimum requirement for ongoing training of existing staff, the Human Services Agency (HSA) will provide through BAA ongoing training to Children and Family Services staff for purposes of professional development and to improve outcomes for children and families as outlined by California's Core Practice model. As specified and authorized by the Human Services Agency (HSA), BAA will work collaboratively with the CFS training team and CFS management staff to assess training needs, and to develop and deliver an enhanced training program for San Mateo County CFS. This training will include ongoing training for existing staff, foster parents and other specific audiences as designated by the Agency. It may also include additional Common Core Curriculum training for new workers as needed.

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

1. Support and enhance San Mateo County CFS program initiatives and provide training for the CDSS mandated training hours for Child Welfare social workers and Child Welfare supervisors. This training will be in addition to and not in place of the training already offered by the BAA contract with the State of California.
2. Provide new worker California Standardized Core curriculum and advanced specialized Child Welfare training to enhance the Agency's capacity to engage families and to provide culturally competent services to families and children at risk of maltreatment and youth in the foster care system.
3. Common Core training will be provided in this contract if San Mateo exceeds its core slots with the BAA Regional contract.
4. Increase CFS staff knowledge and skills in public Child Welfare best practices with a focus on safety, permanency, well-being, fairness and equity.

5. Continue to assess and develop training to address cultural competency needs as identified by the Agency and in the Child Welfare League of America (CWLA) assessment tool.
6. Ongoing assessment of training program to ensure it is in alignment with the Agency's Strategic Plan.
7. Support staff retention by offering support for Pathways to Wellbeing (formerly Katie A) clinical knowledge and skill development in the form of regular groups with identified staff.

Services to be provided

A. Training, Design, and Development

1. Design, develop, and deliver training that is eligible for reimbursement under Title IV-E to:
 - a. Support agency mandates and initiatives that include CDSS training requirements: Children and Family Services Review (CSFR) and Continuous Quality Improvement (CQI), and the integration of the California Core Practice Model.
 - b. Increase capacity building, facilitation and support strategic planning efforts, as identified by the Agency training team and CFS management.
 - c. Increase staff knowledge on the application of new laws and regulations in Child Welfare practice.
 - d. Promote a strong framework in cultural competency for staff.
 - e. Enhance staff's best practice skills and knowledge.

A key service to be provided by the Training Program is an on-going comprehensive delivery of training. This includes meeting with the CFS training team, management team, and HSA training team to identify current training needs. Additionally, the Training Specialist, will meet weekly with the CFS training team to discuss identified training topics as well as barriers to staff participation in the Training Program.

2. The BAA will have a physical presence in SMC (minimum of 2.5 days per week) and will rotate weekly through SMC CFS building sites in order to meet with managers, supervisors and staff to:
 - a. promote the transfer of learning,
 - b. market upcoming training sessions,
 - c. and identify on-going training needs along with barriers to staff participation in the Training Program.
3. Recruit, negotiate, and contract with training professionals, field based trainer and/or coaches who are Certified Professionals in Learning and Performance (CPLP) and/or have extensive background/experience in adult learning theory, facilitative training, skill building, groupwork as evidenced by training evaluations and/or professional references within the training field (e.g., Agency training managers, consortium partners, etc). This requirement is in addition to content expertise in the topical area or field of instruction. Credential and evidence of experience and

references will be made available to SMC for review. SMC reserves the right to reject trainers that do not meet these requirements.

4. Identify and provide culturally appropriate training, and provide support services and resources for all training.
5. Identify or develop/design training curriculum that is culturally appropriate, to be utilized by managers, supervisors and training staff through weekly on-site meetings and dialogue.
6. Recruit, negotiate, contract with and supervise a certified or seasoned training professional to implement the transfer of learning program.
7. Design and develop training curriculum using the latest technology.
8. Design, develop and implement learning collaboratives as needed by a certified training professional.

B. Transfer of Learning:

Recognizing that the skills and knowledge learned in the classroom need to be transferred to the workplace, the training program will identify various ways to measure the transfer of learning by participants, their supervisors, and managers. Key deliverables are:

1. A transfer of learning program will be developed using a prototyping or Plan, Do, Study, Act model, designed and implemented by a certified professional in learning and performance or a seasoned consultant/trainer.
2. Design, develop and implement a transfer of learning program that supports development of supervisors and defines roles and responsibilities of managers, field based trainers/coaches and staff in the transfer of learning process. The program will include action steps and learning activities to be delivered by each role, in-process measures, reports and supporting materials.
3. Formative evaluations (in-process) will be collected to assess implementation of action steps by supervisors and staff in the program.
4. Monthly written reports on progress will be provided to SMC for continuous improvement of the program.

C. Training Class Deliverables:

The delivery of classroom training includes the coordination of pre-registration, developing and distributing training announcements, providing on-site coordination and conducting evaluations.

A blended-learning approach (e.g., instructor-led via webinar, technology-based, and coach-based training) will be provided by the Contractor to CFS managers, supervisors and staff resulting in 4,620 participant hours of training-related activity per year.

1. Classroom training: The project will deliver 1 – 3 classroom trainings per month on topic areas identified by the annual training needs assessment as well as the topics identified below.
2. Field based training: The project will deliver 1000 participant hours that can be delivered in group or individual settings.
3. E-learning: The project will deliver up to 3 asynchronous modules on topics identified by Management and Training Teams (200 participant hours).
4. One six (6) hour staff collaboration and teaming event will be provided to HSA staff (420 participant hours).

The specific courses and the modality in which they will be delivered will be identified jointly by CFS and the Contractor on a quarterly basis. These courses and modalities may include, but are not be limited to:

1. Courses on cultural competence, trauma informed care, the California Core practice model, and other advanced or specialized training to satisfy CDSS training requirements.
2. Courses to satisfy professional continuing education credits previously administered by the Board of Behavioral Sciences (BBS).
3. Specialized course to train new supervisors.
4. Specialized skill-based training for CFS staff.
5. Learning collaboratives on such topics that may include but are not limited to: current California Child Welfare initiatives such as resource family approval, continuum of care reform, coaching, and continuous quality improvement.

D. Training Announcements, Registration and Record Keeping:

1. Contractor will develop flyers to announce all training sessions and use other media as needed.
2. Training announcements will cite the California State standards developed by the California Social Work Education Center (CalSWEC) that are addressed by each training, and will reference applicable Federal outcomes.
3. Contractor will furnish a training summary, to include the training objectives and trainer biography, of upcoming BAA training sessions twice a year to the CFS training team.
4. In coordination with the CFS training team, Contractor will provide registration information for entry into the San Mateo County Learning Management System (LMS) for all contract-related training sessions.
5. Contractor shall over-enroll training classes by up to 20% and maintain a waiting list.
6. Any class that has fewer than 15 participants (10 for smaller classes identified by the Agency), confirmed two weeks in advance may be subject to cancellation and rescheduling after consultation with the CFS training team.

7. For all training provided by the Contractor, Contractor will prepare and maintain records of all training registrants, participants and no-shows, and provide individual training transcripts when requested.
8. For all training provided by the Contractor, Contractor will maintain records of trainer certification, Curriculum Vitae, training evaluations and references. These will be made available to the CFS training team.
9. For all training provided by the Contractor, Contractor will maintain appropriate records of attendance as previously administered by the Board of Behavioral Science (BBS) and Board of Behavioral Registered Nurses (BRN) licensure training and all required paperwork for licensure credit.
10. The training coordinator will dedicate 20% of their time in support of County staff development functions that provide other training activities of San Mateo County, including but not limited to, registration, on-site coordination, data entry in the LMS, and evaluation.

E. Training Support Services:

The Contractor will provide the following services in support of the Training Program.

1. Training Sites: All training sessions will be located in San Mateo County training facilities or Contractor training sites.
2. Training Consultants and Content Experts: When necessary, in consultation with the CFS training team, the Contractor will recruit and contract with certified professional learning professionals and/or training professionals as stipulated under the section A (above) of this contract. The recruited and contracted learning professionals will also possess content expertise on the topic or field of instruction. The Contractor will pay consultants/trainers for instruction and curriculum development fees and will pay travel and per diem costs related to the training session, where appropriate.
3. Liaison Services: The BAA director and assistant director will provide liaison services between CFS and CSU Fresno Foundation.
4. Contractor: The BAA Training Coordinator will use Human Services Agency's computer to check company account and use the non-territorial work space as needed to provide on-site training to County staff.

San Mateo County Human Services Agency shall:

1. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training.
2. Support the design, development and implementation of the transfer of learning program, learning collaboratives and other County initiatives through ongoing communications and meetings with managers, supervisors and line staff.

3. Provide information about community based agency staff, foster parents, and other providers who will participate in joint training sessions.
4. Determine the number and assignment of slots available for joint training sessions provided by the program and ensure the Title IV-E eligibility of community agency staff who receive training.
5. Determine which training sessions are mandatory and identify the respective participant population.
6. Determine, in consultation with Contractor, whether a training session shall be rescheduled due to lack of enrollment.
7. Ensure staff completion of evaluation surveys to measure outcome objectives.
8. Arrange for management participation in the training advisory meetings and large training events.
9. Provide Contractor with the schedule of all other CFS training events and coordinate support, if needed.

Exhibit B – Payments and Rates

Bay Area Academy

California State University, Fresno Foundation

July 1, 2016 – June 30, 2019

I. Financial Requirements:

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

II. Payment for Services:

1. Contractor will submit quarterly invoices during the term of the Agreement in a format and manner specified by the Human Services Agency. Invoice shall include participant hours for the period covered.
2. Contractor will submit quarterly invoices to the Human Services Agency within 30 days after the close of each quarter.
3. Such invoice will reflect the Title IV-E eligible line items and cost categories that directly support services specified in Exhibit A of this Agreement.
4. San Mateo County Children and Family Services Contracts Monitor will review final actual hours of service provided. Contractor must provide the requisite 4,320 participant hours annually for a full year of service specified in Exhibit A of this Agreement.
5. Failure to meet the hours specified for services will result in pro-ratio of actual costs for the Agreement period.
6. To ensure that payment is issued in the same fiscal year in which services were rendered, County must receive the 4th quarter invoice by the dates listed below in item "7". Otherwise, payment will not be issued. The final invoice must include a cumulative reconciled cost report detailing actual costs as well as the training report detailing the actual hours of

training provided.

7. Payment for the above-referenced services shall not exceed **ONE MILLION ONE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS** (\$1,152,684) for the term of this Agreement.
8. In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay Contractor quarterly, unless otherwise authorized by the Director of the Human Services Agency or her designee, as follows:

<u>FY 2016-17</u>	<u>Invoice Due Date</u>
July – September	10/30/2016
October – December	01/30/2017
January – March	04/30/2017
April – June	07/20/2017

<u>FY 2017-18</u>	<u>Invoice Due Date</u>
July – September	10/30/2017
October – December	01/30/2018
January – March	04/30/2018
April – June	07/20/2018

<u>FY 2018-19</u>	<u>Invoice Due Date</u>
July – September	10/30/2018
October – December	01/30/2019
January – March	04/30/2019
April – June	07/20/2019

9. Invoices and supporting documentation shall be sent electronically to HSA_CFSCONTRACTS@smcgov.org with a copy to the contract manager.
10. Payments shall be made within thirty (30) days upon receipt of Contractor's invoice.
11. All payments made under this Agreement must directly support services specified in Exhibit A of this Agreement.

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

Exhibit B1 – California State University, Fresno Foundation (Bay Area Academy)

BUDGET: FY 2016-2019 (ANNUAL BUDGET)

	Monthly Base Salary	Months	FTE	Fringe Benefit Rate	Total Requested Salary	Total Requested Benefits	IV-E Rate
Salary & Benefits							
Fiscal Coordinator	6,416.67	12.0	10%	51%	7,700.00	3,927.00	50%
Assistant Director	8,621.00	12.0	5%	55%	5,172.60	2,844.93	75%
Training Coordinator	4,463.33	12.0	100%	56%	53,559.96	29,993.58	75%
Training Specialist	6,166.67	12.0	65%	53%	48,100.00	25,493.00	75%
Fiscal Support CSUF	3,100.00	12.0	25%	45%	9,300.00	4,185.00	75%
Total Salaries					123,832.56		
Total Fringe Benefits						66,443.51	
Total Salaries and Fringe Benefits					190,276.07		
<u>Maintenance & Operations</u>							
CCTA Supplies					1,500.00		50%
Telephones					500.00		50%
Supplies & Services					400.00		50%
Equipment Repair/maintenance					350.00		50%
Travel (Staff)					200.00		50%
Maintenance & Operations Subtotal					2,950.00		
<u>Training Project Costs</u>							
Telephones					940.00		75%
Supplies and Services					8,500.00		75%
Printing					500.00		75%
Facility Rental					2,500.00		75%
Consultants (Independent Contractors)					137,000.00		75%
Contractual Services (technology, e-learning)					6,000.00		75%
Travel (Staff)					6,300.00		75%
Training Project Subtotal					161,740.00		
<u>Training Equipment</u>							
Equipment Repair/maintenance					800.00		75%
Equipment Subtotal					800.00		
Total Direct Costs					355,766.07		
University Negotiated Indirect Cost Rate (19%)					67,595.55		50%
University Indirect Cost Rate (8%) -- requested payment					28,461.29		50%
Foregone cost (19% - 8% = 11%)					39,134.27		
Total Requested Funds (including university indirect cost rate @ 8%)					384,228.00		
				IV-E	SGF		
All Title IV-E funding is subject to the Federal Foster Care Discount Rate.	0.75	\$341,189	\$191,919	\$149,270	IV-E	208,058	
	0.50	\$43,038	\$16,139	\$26,899	SGF	147,708	
		\$384,227	\$208,058	\$176,169		355,766	

Exhibit C – Monitoring

Bay Area Academy
California State University, Fresno Foundation
July 1, 2016 – June 30, 2019

Based on the provision of services as specified in Exhibit A, Contractor will be expected to meet the following contract monitoring outcomes:

I. Board Level Performance Measure

1. Contractor understands and agrees that the services under this agreement will be evaluated by County for long-term impact based on the following performance measure:

Performance Measure	FY 2016-17 Projected	FY 2017-18 Projected	FY 2018-19 Projected
Of those who have responded to an assessment survey administered by the Contractor, percent of training participants who will identify at least two skills, tools, concepts, knowledge or policies and procedures that they will use in the workplace.	70%	70%	70%

II. Service Objectives

1. A blended-learning training approach will be provided by the Contractor to CFS managers, supervisors and staff resulting in 4,320 participant hours of training-related activity per year.
2. Contractor will provide a minimum of 4,320 participant hours annually for a full year service of training/coaching in topics identified by CFS and the Contractor.
3. One six (6) hour staff appreciation day will be provided to HSA staff.

III. Outcome Objectives

1. The Agency will monitor the services provided by the Contractor under this training program to evaluate the effectiveness and quality of the services received. To measure whether or not staff are able to put into practice the new skills, concepts and knowledge provided by this training program. The Contractor will evaluate how useful staff felt the training was to their practice, to evaluate staff transfer of learning, and to assess practice changes in staff who participate in the team decision-making and visitation training programs.

- a. Participant evaluations of the usefulness of the training completed at the end of the training:
 - i. For mandatory training, a minimum of 70% of respondents shall rate the overall usefulness as very good to excellent.
 - ii. For non-mandatory training, a minimum of 80% of respondents shall rate the overall usefulness as very good to excellent.
 - b. Follow up evaluations of 60% of training participants to assess the transfer of learning:
 - i. A minimum of 80% of the respondents shall indicate that their knowledge increased as a result of the training.
 - ii. A minimum of 70% of respondents shall identify at least two skills, tools, concepts, knowledge or policies and procedures that they will use in the workplace.
2. Behavior evaluations of all training participants attending team decision-making and visitation training to assess practice changes:
- i. During the first year of the contract, a minimum of 50% of the training program participants shall be observed to demonstrate fidelity to the team decision-making and visitation models.
 - ii. During the second year of the contract, a minimum of 65% of the training program participants shall be observed to demonstrate fidelity to the team decision-making and visitation models.
 - iii. During the third and final year of the contract, a minimum of 80% of the training program participants shall be observed to demonstrate fidelity to the team decision-making and visitation models.

IV. Reporting

- 1. Contractor shall submit monthly participant list by course to HSA. The list is due ten days after the end of each month.

2. Contractor shall submit a six-month report and a year-end report annually that identifies:
 - i. Program's performance against the outcome objectives as stated on Exhibit C.II
 - ii. Training provided for the reporting period and number of attendees
 - iii. Written summary of the evaluation results
 - iv. Actual evaluation surveys that include course name, date, trainer's name, number of attendees and number of responses
 - v. Methods used to measure transfer of learning and findings on the transfer of learning evaluations as described in Exhibit A
3. Reports are due on the following dates:

FY 2016-17: Six-month report due **01/15/17** and year-end report due **07/15/17**
FY 2017-18: Six-month report due **01/15/18** and year-end report due **07/15/18**
FY 2018-19: Six-month report due **01/15/19** and year-end report due **07/15/19**
4. Contractor will be responsible for submitting the required reports. All required reports will be submitted electronically to HSA_CFScontracts@smcgov.org with a hard copy to the following address:

County of San Mateo
Human Services Agency
Donna Woher
CFS Training Manager
1 Davis Drive
Belmont, CA 94002