

**SUB-RECIPIENT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND CENTRAL COUNCIL LABOR PARTNERSHIP**

THIS AGREEMENT, entered into this ____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Central Labor Council Partnership hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on August 7, 2018 the parties entered into an Agreement (the Agreement) to provide employment support services to foster youth in the amount of \$463,500 for the term of September 1, 2018 through August 31, 2019; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$160,000 to expand services to include the provision of Independent Living Program Services (ILP); and

WHEREAS, this Agreement replaces in the original Agreement dated August 7, 2018 by resolution 076067, to comply with state and federal sub-recipient requirements, and increases the amount from \$463,500 to \$623,500, with no change to term, to expand services to include Independent Living Skills; and

WHEREAS, the award of this Agreement is made pursuant to:

1. CFDA # 93.674 Chafee Foster Care Independence Program (ILP)
2. Federal Data Universal Number (DUNS) 07-523-6401
3. Federal Award Identification Number {FAIN} 1701CACILP
4. Federal Award Date (Most Recent): 10/1/2017
5. Federal Award Period of Performance: 07/01/2018 – 06/30/2019
6. Federal Awarding Agency: Administration for Children and Families (ACF)
7. Federal Award Project Description: County Administered, State Supervised Program for the program offers training, services and to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system.

WHEREAS, County is hereby awarding the following Federal Funds:

1. Amount of Federal funds obligated by this action to sub-recipients: \$143,613
2. Indirect Cost Rate for Federal Funds: 10%
3. Is this a Research and Development Award: No

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein. All exhibits are the same as the original Agreement dated August 7, 2018, with the exception of what is listed as new or revised. All changes on the new/revised exhibits are effective as of January 8, 2019.

Exhibit A - Workforce Development Services

Exhibit A1 - Independent Living Skills Program Services (New)

Exhibit B - Payments and Rates (Revised 1/2019)

Exhibit B1 – Budget (Revised 1/2019)

Exhibit C - Workforce Development Services Performance and Reporting

Exhibit C1 - Independent Living Skills Program Services Performance and Reporting (New)

Exhibit D - Child Abuse Prevention and Reporting

Exhibit E - San Mateo County Fingerprinting Certification

Attachment I - § 504 Compliance

Attachment H - Health Insurance Portability and Accountability Act

Attachment P - Personally Identifiable Information

2. Definitions

- A. "CCR" means the California Code of Regulations.
- B. "CFR" means the Code of Federal Regulations.
- C. "DUNS" means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- D. "Cal. Gov. Code" means the California Government Code.
- E. "OMB" means the Office of Management and Budget.
- F. "PCC" means the California Public Contract Code.
- G. "Reimbursable item" means "allowable cost" and "compensable item".
- H. "State" means the State of California.
- I. "Contractor" means CLCP since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
- J. "USC" means the United States Code.

K. "W & I Code" means the California Welfare and Institutions Code.

3. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and C.

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A and C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and based on budget shown in B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS** (\$623,500).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

Contractor will submit itemized invoices for each program service to the Human Services Agency by the tenth (10th) of each month. Program performance reports are due by the fifteenth (15th) of each month. Data will be submitted in a timely, complete, accurate, and verifiable manner using the County's approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from County, Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2019, will be due by July 3, 2019 to facilitate timely payment.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2018 through August 31, 2019.

- A. This Agreement may be terminated by Contractor, the Director of Human Services Agency or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor will be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
- 1) Threat against life, health or safety of the public (see exemption from notice requirement, above);
 - 2) A violation of the law or failure to comply with any condition of this Agreement;
 - 3) Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
 - 4) Failure to comply with reporting requirements;
 - 5) Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
 - 6) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
 - 7) Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against Contractor;
 - 8) Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
 - 9) The commission of an act of bankruptcy;
 - 10) Finding of debarment or suspension;
 - 11) Contractor's organizational structure has materially changed; and

- 12) County determines that Contractor may be considered a “high risk” agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, Contractor maybe subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor’s Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor will proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor will:

- 1) Stop work as specified in the Notice of Termination;
- 2) Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
- 3) Terminate all subcontracts to the extent they related to the work terminated; and
- 4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any condition of the termination.

- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, County may take any or all of the following actions it deems appropriate in the circumstances:

- 1) Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s);

- 2) Disallow all or part of the cost of the service, activity or action not in compliance;
- 3) Suspend the Agreement in whole or part;
- 4) Suspend eligibility for future Agreements; and or
- 5) Pursue other remedies that may be legally available, or identified in the Agreement.

6. Availability of Funds

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

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 Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

- A. General Hold Harmless. Contractor will indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this

Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

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

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the Code of Federal Regulations ("CFR").
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third party entities.

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 the forfeiture of any right to compensation under this Agreement.

11. Insurance

Contractor will 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 will use diligence to obtain such insurance and to obtain such approval. Contractor will 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.

- A. **Workers' Compensation and Employer's Liability Insurance.** Contractor will 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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- B. **Liability Insurance.** Contractor will 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:

- 1) Comprehensive General Liability.....\$1,000,000
- 2) Motor Vehicle Liability Insurance.....\$1,000,000
- 3) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

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 and local 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 will not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by County and instead shall

use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by County.

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

- A. Standards for financial management systems
Contractor and its sub-contractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.
- B. Period of availability of funds
Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of these balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law
- C. Matching or cost sharing
Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
- D. Program income
Program income must be used and accounted for as specified in CFR, Title 2.
- E. Real Property
If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.
- F. Equipment
Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its

sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

G. Supplies

Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

13. Non-Discrimination and Other Requirements

Contractor will comply with all applicable anti-discrimination federal, state and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor will comply with the following:

A. Equal Access to Federally Funded Benefits, Programs and Activities

Contractor will ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.

B. Equal Access to State-Funded Benefits, Programs and Activities

Contractor will, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

C. Americans with Disabilities Act of 1990

Contractor will ensure compliance with the American with Disabilities Act (ADA) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 USC § 12101, *et seq.*]

D. 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.

E. Equal employment opportunity

Contractor will 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.

- F. Section 504 of the Rehabilitation Act of 1973.
Contractor will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- G. Compliance with County's Equal Benefits Ordinance
Contractor will comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of Contractor's employee is of the same or opposite sex as the employee.
- H. Discrimination Against Individuals with Disabilities
Contractor will comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
- I. History of Discrimination
Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor will provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.
- J. Reporting Violation of Non-discrimination provisions
Contractor will 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or

otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- 1) Termination of this Agreement
- 2) Disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years
- 3) Liquidated damages of \$2,500 per violation; and/or
- 4) 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.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor will adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

14. Compliance with Contractor Employee Jury Service Ordinance

Contractor will comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor will have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such

employees during the term of its Agreement with San Mateo County, Contractor will 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 4 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 will maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor will be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- B. Reporting and Record Keeping: Contractor will comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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.
- D. Contractor will provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor will take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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 and Venue

The validity of this Agreement and of its terms or provisions, 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 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 including Contractor's change of legal name, main address, or name of Director shall be deemed to be properly given when both: (1) 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: Jerome Lindner, Children & Family Services Manager
Address: 2415 University Ave., East Palo Alto, CA 94303
Telephone: 650-599-7412
Email: JLindner@smcgov.org

In the case of Contractor, to:

Name/Title: Keith Bergthold
Address: 3485 W Shaw Ave., Ave #101, Fresno, CA 93711
Telephone: 559-250-1902
Email: Keith@fresnometmin.org

19. Electronic Signature

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

20. Conflict of Interest

- A. Contractor will prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

21. Debarment, Suspension, and Other Responsibility Matters

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 - 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Contractor will report immediately to County contact identified in paragraph 18, Notices in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor will maintain any records, documents or other evidence of fraud and abuse until otherwise notified by County.
- C. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

22. Contractor's Staff

- A. Contractor will maintain adequate staff to meet Contractor's obligations under this Agreement.

- B. This staff shall be available to the State and County for training and meetings, as necessary. Contractor will make every effort to have a representative in attendance of scheduled meetings.

23. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative Agreements which exceed \$100,000) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Commencement of Work

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until this Agreement is approved.

25. Records

- A. Contractor will maintain complete records which shall include, but not be limited to, accounting records, contracts, Agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor will ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be

questioned in the audit and may be disallowed by County during the audit resolution process.

- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

26. Access

Contractor will provide access to the federal, state or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor will cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant Agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by County.

28. Audit

- A. Contractor will arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Human Services Agency
Children and Family Services Branch
Attn: Jerome Lindner
2415 University Ave.
East Palo Alto, CA 94303

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor will ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor will ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through County.

- B. Contractor will perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor will have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or Agreements.

Contract resolution shall include:

- 1) Ensuring that a subcontractor that has expended amounts requiring an audit during Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2) Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;

- 3) Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, ,documented expense verification, including match, etc.);
 - 4) When alternative procedures are used, the subcontractor will perform financial management system testing which provides, in part, for the following:
 - i. Accurate, current, and complete disclosure of the financial results of each federal award or program;
 - ii. Records that identify adequately the source and application of funds for each federally funded activity;
 - iii. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
 - iv. Comparison of expenditures with budget amounts for each federal award;
 - v. Written procedures to implement the requirements of 2 CFR 200.305; and
 - vi. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. 2 CFR § 200.302]
 - 5) The subcontractor will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
 - 6) Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.
- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
- 1) Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
 - 2) Property procured – use procurement standards for auditor selection [2 CFR § 200.509];

- 3) Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
 - 4) All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
 - 5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor will be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- 1) Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - 2) Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - 3) The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor will cooperate with and participate in any further audits which may be required by County.

29. Dissolution of Entity

Contractor will notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

30. Information Integrity and Security

A. Information Assets

Contractor will have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- 1) Information collected and/or accessed in the administration of County programs and services; and
- 2) Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

- 1) Contractor will ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
- 2) Contractor will protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- 3) "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- 4) Contractor will not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
- 5) Contractor will not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be

authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirement of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

31. Security Incident Reporting

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to County contact identified in paragraph 18, Notices immediately upon detection.

32. Notification of Security Breach to Data Subjects

A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.

B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

33. Software Maintenance

Contractor will apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

34. Electronic Backups

Contractor will ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor will ensure that any portable electronic media used for backups is encrypted.

35. Right in Data

A. Rights in Data

- 1) Contractor will not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by County. County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- 2) As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 3) Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

36. Transition Plan

- A. Contractor will submit a transition plan to County within 10 days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
 - 1) Description of how clients will be notified about the change in their service provider;
 - 2) A plan to communicate with other organizations that can assist in locating alternative services;
 - 3) A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 - 4) A plan to evaluate clients in order to assure appropriate placement;
 - 5) A plan to transfer any client records to a new contractor;
 - 6) A plan to dispose of confidential records in accordance with applicable laws and regulations;
 - 7) A plan for adequate staff to provide continued care through the term of the contract;

- 8) A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
 - 9) Additional information as necessary to effect a safe transition of clients to other community service providers.
- A. Contractor will implement the transition plan as approved by County. County will monitor Contractor's progress in carrying out all elements of the transition plan.
 - B. If Contractor fails to provide a transition plan, Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

37. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

38. Compliance With Living Wage Ordinance

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

39. Program Changes

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by Contractor certifies that Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits, and Attachments. All terms and conditions of original Agreement dated August 7, 2018, remain in full force and in effect.

For Contractor: Central Labor Council Partnership (CLCP)

| | | |
|---|----------|-----------------------------------|
|  | 11-14-18 | RANDY L. GHAN |
| Contractor Signature | Date | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A1 – Independent Living Skills Program Services (NEW)

In consideration of the payments set forth in Exhibit B, and based on the budget shown in Exhibit B1, Contractor will provide the following services:

I. PROGRAM OVERVIEW

The Independent Living Program (ILP), authorized by the Foster Care Independence Act of 1999 (Public Law 106-169), provides training, services, and benefits to assist current and former foster youth in achieving self-sufficiency prior to, and after leaving, the foster care system. The core services are based on the youth's individual needs and goals as described in their Transitional Independent Living Plan (TILP) and are designed to assist youth with: education, career development, financial budgeting skills, health, safety, housing and permanency.

II. TARGET POPULATION

Current and former foster youth and young-adults ages 14-21 will be eligible for services. The youth and young-adults may live in San Mateo County, Santa Clara County, San Francisco County, Alameda County or Contra Costa County. This includes single, pregnant and/or parenting youth. All services must be culturally responsive to all cultures, genders and communities including Lesbian, Gay, Bisexual, Trans-gender, and Questioning youth (LGBTQ).

III. CORE ILP SERVICES

- A. Through workshops and individual case management and as outlined in the CDSS Manual of Policies and Procedures, Section 31-525.8, provide the following core services based on identified individual needs and goals as documented in the youth's TILP:
1. Education: skill development, assistance and referrals to obtain literacy skills, high school diploma/GED, and post-secondary education experiential learning and computer skills;
 2. Career development: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement and retention;
 3. Assistance and referral to promote health (including mental health) and safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
 4. Referral to available mentors and mentoring programs;
 5. Daily living skills: information on and practical, hands-on experiences and training in financial management and budgeting; personal responsibility skills; self-advocacy; household management; consumer and resource use; survival skills; and obtaining vital records;
 6. Financial resources: information and referrals regarding financial assistance if applicable, including, but not limited to, incentives, stipends, savings and trust fund

accounts, educational/vocational grants, Cal Grants, the Chafee ETV Program, Employment Development Departments, registered in One-Stop Career Centers, Workforce Investment Opportunity Act funding and programs, other employment programs and other forms of public assistance including, but not limited to, CalWORKs, Food Stamps (CalFresh), and Medi-Cal; and

7. Housing information, including, but not limited to, training and referrals about transitional housing programs; federal, state and local housing programs; and landlord/tenant issues.

IV. OUTREACH AND ENGAGEMENT:

- A. Conduct outreach and engagement to eligible youth through social media, printed flyers, monthly newsletters, communication to social workers and probation officers and through collaboration with other community-based youth-service providers.
 - o All outreach, workshop and event flyers will be developed by Contractor and shall be sent to the Children and Family Services (CFS) ILP Coordinator for review prior to release and distribution.
- B. Non-engaged youth will be contacted on a monthly basis and engagement efforts will be documented. These efforts will include outreach to the youth's social worker and caretaker.

V. ASSESSMENT AND CASE MANAGEMENT:

- A. Work with the San Mateo County Children & Family Services ILP coordinator to support case management, mentorship, and engagement with the youth.

VI. MONTHLY LIFE SKILLS WORKSHOPS (AGES 14-18):

- A. Provide monthly hands-on group workshops for youth ages 14-18. Workshops will be interactive and engaging for the youth, including real-life, hands-on, experiential learning opportunities. Separate workshops will be held for 14-15 year old youth and 16-18 year old youth.
- B. Workshops must be held in various locations that are easily accessible by public transportation and that model higher education and/or higher quality of life such as:
 1. County's office building located at 400 Harbor Boulevard, Belmont; or
 2. Local community centers, libraries and community colleges; and
 3. Locations must rotate between the Northern, Central, and Southern regions of San Mateo County.
- C. Feedback from youth must be solicited and quarterly surveys must be administered to obtain information on areas of identified interest or need related to workshop topics.
- D. An outline of proposed workshop topics must be submitted to CFS at least one quarter in advance.
- E. Each proposed workshop must include learning objectives and a teaching plan.

- F. An evidence-informed/research-informed pre- and post- assessment tool must be administered at each workshop to gauge the youth participant's learning and takeaway from each workshop and will be provided to the ILP coordinator and the youth's social worker.
- G. Workshop topics shall be appropriate for the target population's development and circumstances and shall focus on the 18 ILP service categories including: needs assessment, mentoring, education, education post-secondary, financial education, career/job guidance, employment/vocational training, money management, consumer skills, health care, room and board financial assistance, transitional housing, home management, parenting skills, interpersonal/social skills, other financial assistance, transportation, and other issuing of stipends or incentives.
 - 1. For youth ages 14-15, the workshops must include a focus on education and how it applies to future career opportunities. This will include opportunities for internships and soft skills training.
 - 2. For young-adults ages 16-18, the program must include strategies to prepare the youth for the transition into adulthood such as assistance in obtaining a California identification card and/or driver's license, identifying and enrolling in driver's education and training program, preparing the youth for transitional housing, etc.
- H. Enrollment and attendance numbers shall not impact the scheduling/frequency of workshops. Each youth in attendance will be afforded a meaningful workshop session and ILP services.
- I. Youth who were not present for the monthly workshop will receive the information via a one-on-one session with Contractor's case management staff. This will include sending copies of the materials via mail or e-mail and following-up with a phone call to review the information and materials. Copies of workshop materials should be included in the monthly outreach to each non-engaged youth.

VII. MONTHLY LIFE SKILLS GROUP WORKSHOPS (AGES 18-21):

- A. Provide one-on-one mentoring/coaching sessions for young-adults ages 18-21 in extended foster care (Assembly Bill 12 extended foster care to age 21 in California)
- B. The young-adults' feedback must be solicited in the development of the mentoring/coaching session topics.
- C. One-on-one mentoring/coaching session topics shall be appropriate for the target population's development and circumstances and shall focus on the 18 ILP service categories including: needs assessment, mentoring, education, education post-secondary, financial education, career/job guidance, employment/vocational training, money management, consumer skills, health care, room and board financial assistance, transitional housing, home management, parenting skills, interpersonal/social skills, other financial assistance, transportation, and other issuing of stipends or incentives.

- D. An evidence-informed/research-informed pre- and post- assessment tool must be administered at each workshop to gauge the young-adult participant's learning and takeaway from each workshop and provided to the ILP Coordinator and each youth's social worker.

VIII. CASE COORDINATION WITH CFS AND OTHER PROVIDERS:

- A. Services must be coordinated with other providers including, but not limited to, County contracted providers, California Youth Connection, community based organizations, private businesses and organizations, and other County departments (including, but not limited to, Behavioral Health and Recovery Services, Alcohol and Drug Services, Public Health, Probation Department, community colleges, and the Office of Education).
- B. Services must be coordinated with agencies in other counties for the provision and documentation of ILP services for San Mateo County youth residing in other counties and for the provision and documentation of ILP services to youth from other counties residing in San Mateo County. Contractor will document each youth's engagement in ILP services on a monthly basis.
- C. Contractor will coordinate and/or participate in CFS and community advisory boards and committees that address ILP issues.
- D. Contractor will develop strategies for and provide education to the youth and young-adults who may no longer qualify for ILP services or other programs available to them, such as Transitional Housing Placement Plus.

IX. DATA COLLECTION AND ENTRY

- A. Collect and track data of ILP participation as required by CDSS in order to complete all required reports, including National Youth in Transition Database ("NYTD") data collection, annual ILP narrative and ILP statistical reports and revisions or additions as required by CDSS and or County;
- B. Assist youth identified to participate in the NYTD surveys, including access to computers and NYTD internet websites;
- C. Provide incentive payments for approved youth participating in the NYTD follow-up survey and approved youth participating in NYTD surveys.
- D. Contractor will provide monthly reports and case notes on each ILP eligible youth that will include workshops attended, one-on-one coaching, and engagement efforts.

X. ADDITIONAL REQUIREMENTS

- A. Fingerprinting, Background Checks & License Verification Requirements (applies only when working with children under the age of 18):
 - 1. Contractor shall conduct LiveScan fingerprinting and criminal background checks for any employees and/or subcontractors, assignees, volunteers or anyone who perform services under this Agreement.

2. Contractor must be on the Federal Department of Justice approved recipient list, having an Originating Agency Identification (ORI) Number for LiveScan fingerprinting, and must maintain that approval while providing services under this Agreement.
3. Contractor must have a process in place for receiving, assessing and addressing criminal records.
4. Contractor will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

B. Child Abuse Reporting

Contractor, its consultants, subcontractors and volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident as well as the child abuse hotline shown below. Notwithstanding Section V. A (Intake) of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Child Abuse and Neglect Hotline: 1-800-632-4615.

C. Compliance

The County will conduct an annual review of services and contract compliance. Reviews may include on-site visits to housing units to understand the quality of services provided to participants. Upon the request of the County either before or during the review, Contractor will submit documents including, but not limited to, accounting information, annual report, client lists, and policies and procedures.

D. Participant Information

Contractor will ensure that each client has a separate, confidential record, where information on outcomes, meetings, and financial assistance is documented and tracked to chart services provided and participant's progress.

Exhibit B – Payments and Rates (Revised 12/2018)

In consideration of the services provided by Contractor described in Exhibits A and A1 and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

1. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in Section 5 of this Agreement, unless carryover of these balance is specifically identified in payment section of this Agreement.

All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

2. Payments to Contractor will be on a cost-reimbursement basis. Payments for services will not exceed the total Agreement obligation provided in Section 4 of the Agreement.
3. County has the option to adjust funding across line items in the budgets shown in Exhibit B1, to meet programs goals as agreed upon by both parties and approved by the County in writing as long as it does not exceed the total Agreement obligation and is acceptable under federal guidelines for the services of this Agreement.
4. The County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Exhibit C. If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Exhibit C, County may consider the work unacceptable and may withhold all or part of Contractor's total payment.
5. All services performed by Contractor must support work shown in Exhibit A and A1. Services not in compliance with the Agreement may be deemed as disallowed costs. The County is not responsible for payments of services not in compliance with the Agreement.
6. Contractor will invoice County monthly for actual costs incurred for services shown in Exhibits A and A1, and based on budgets shown in Exhibit B1.
7. Contractor will submit two separate invoices, one for each program service as shown in Exhibits A and A1. Each invoice must include: program service (ILP or Workforce Development), invoice number; date; Agreement number; cost

incurred detailed by line item in reference to, but not limited to: salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this Agreement. Invoices must also include the cumulative amount to date.

8. Invoices must be submitted by the 10th day of the month following the previous billing period (e.g. invoice date for services rendered May 1 – May 31 are due by June 10th).
9. Contractor will email invoices to the CFS Contract Manager (JLindner@smcgov.org) with a copy to the Administrative Secretary (RMDiaz@smcgov.org).
10. The final invoice for each program service must be clearly marked “Final”. The final invoice must be submitted within 10 days of the expiration date of this Agreement shown in Section 5 of the Agreement. The final invoice must include the following certification: “Payment of this invoice constitutes complete satisfaction of all County obligation under Agreement number 4727 (use the assigned Agreement number) and constitutes the completion of all services by the Sub Recipient. County is hereby released from all further claims and obligations for this Agreement upon payment of this final invoice.”
11. County will pay Contractor upon receipt and approval of invoices, and in accordance with the terms of this Agreement and federal, state and local laws.

Exhibit B1 – Budget (Revised 1/2019)

Workforce Development and ILP Program Budget

| Line Item | Total Program Budget | Funding Request (detail how funds will be spent per line item) |
|---|----------------------|--|
| Revenue | | |
| Direct Personnel Expense | Full Cost | Cost to this Contract |
| Lead Achievement Navigator | \$ 90,840 | \$ 90,840 |
| Achievement Navigator | \$ 84,592 | \$ 84,592 |
| Achievement Navigator (1/1/19-8/31/19) | \$ 57,072 | \$ 57,072 |
| Achievement Resource Specialist | \$ 52,000 | \$ 52,000 |
| Customer Service Representative | \$ 52,000 | \$ 7,200 |
| Program Directors (1x \$47,840 & 2 x \$18,720) | \$ 135,200 | \$ 85,280 |
| Payroll Taxes | \$ 47,170 | \$ 37,698 |
| Benefits (Direct Labor) (For 4-staff) | \$ 23,320 | \$ 23,320 |
| subtotal personnel | \$ 542,194 | \$ 438,002 |
| Operating Expenses | | |
| Supplies (postage) | \$ 5,679 | \$ 5,679 |
| Rent | \$ 107,893 | \$ 43,157 |
| Utilities | \$ - | \$ - |
| Phones (internet) | \$ 18,000 | \$ 7,200 |
| Mileage Reimbursement | \$ 5,000 | \$ 5,000 |
| Materials / Printing | \$ 2,000 | \$ 2,000 |
| Equipment (copier lease) | \$ 13,200 | \$ 5,280 |
| Training | \$ 5,000 | \$ 5,000 |
| Miscellaneous (Foster Youth Incentives & Paid Internships) | \$ 50,000 | \$ 50,000 |
| Indirect (10%) | \$ 56,682 | \$ 56,682 |
| Outside Svcs/Supp (audit, insurance, payroll, HR) | \$ 5,500 | \$ 5,500 |
| subtotal operating expenses | \$ 268,954 | \$ 185,498 |
| Admin Expense | | |
| Administrative expense (<i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i>) | \$ - | \$ - |
| subtotal admin expense | \$ - | \$ - |
| Total Expenses | \$ 811,148 | \$ 623,500 |

Exhibit C1 – Independent Living Skills Program Performance and Reporting (New)

Pursuant to all terms and conditions of the Agreement and services described in Exhibit A1, Contractor will providing the following reporting and monitoring information.

1. Audits:

Sub Recipient agrees to provide for timely audits as required by OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Final Guidance"), unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR § 74.26 and 45 CFR § 92.26, as applicable, and OMB's Final Guidance, Contractor must ensure that it has an audit with a scope as provided in OMB's Final Guidance that covers funds received under this Agreement. Contractor must send one (1) copy of the final audit report to County contact shown in Section 17 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

2. Performance Monitoring & Reporting:

- a. Contractor will comply with reporting requirements through the System for Award Management ("SAM") System as it pertains to required disclosures and frequency thereof as outlined in the CFR, Title 2. Any findings within the SAM system for Contractor is grounds for immediate termination of this Agreement and the associated Federal Funds.
- b. Contractor will be responsible for collecting, entering, tracking and reporting data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPPA and other privacy requirements as outlined in Attachment P.
- c. Contractor is responsible for tracking quarterly performance based on the Performance Measures and Outcomes as shown in Table 1 (below).
- d. Contractor will submit Quarterly Financial Cost Reports including line item details associated with indirect costs.
- e. Contractor will submit a FINAL Performance Report within 90 days of the end of this grant award period.
- f. Contractor will email reports to the CFS contract manager (JLIndner@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).

g. Reports due dates:

- Monthly reports due by the 15th of each month for activities rendered for the previous month.
- Quarterly reports due on February 15, April 15, and July 3.
- Year-end report is due October 3.

h. Monthly, Quarterly and Year-end reports will include at a minimum the following information, however the County may request additional data or program information:

- Client name, age, and County
- Enrollment status
- Months enrolled in program
- Date of assessment and results
- Workshop/activity provided, including the number of attendees and County
- All other updates, survey, and data as required by and shown in Exhibit A1

3. Financial Monitoring & Reporting:

Contractor will submit an Annual Federal Single Audit report to County as prescribed in the CFR, Title 2 as applicable, Audited Annual Financial Statements to County as prescribed in the CFR, Title 2 as applicable, or Annual Unaudited Financial Statements to County if one of the above Financial Reports are not applicable.

TABLE 1 – PERFORMANCE MEASURES

| Community Impact Outcomes | FY18-19 Target | FY19-20 Target |
|--|-----------------------|-----------------------|
| The percentage of ILP participants who will be on track to or will obtain their high school diploma/GED or maintain their college placement/vocational training status. Note: this includes all youth who received services by the provider, both those who reside in San Mateo County and the surrounding counties. | 90% | 92% |
| Percentage of youth in foster placements that will maintain their current placement or move to a more permanent placement (i.e., return home). | 80% | 82% |
| Percentage of young-adults ages 18-21 that will maintain their housing placement or transition to a more stable and positive living situation | 80% | 82% |

| | | |
|--|-----------------------|-----------------------|
| Percentage of ILP participants ages 18-21 that will have an identified primary health care provider or with knowledge of how to access health care which includes services to address physical health, mental health and substance abuse. | 90% | 92% |
| Percentage of ILP participants ages 14-17 that exit the ILP will have knowledge of how to access community based resources. | 90% | 92% |
| Percentage ILP participants ages 14-17 who will demonstrate increased knowledge of financial resources including, but not limited to, how to access and read their personal credit report, by age 18. | 90% | 92% |
| Upon transition from ILP, the percentage of ILP participants ages 18-21 who will identify having a stable and positive relationship with at least one adult who is proactive in providing long-term support. | 75% | 77% |
| Qualitative Indicators | FY18-19 Target | FY18-19 Target |
| Based on a quarterly survey administered by the County, the percentage of youth participating in the ILP who will report satisfaction or greater with the services received from the Contractor. | 90% | 92% |
| Quantitative Indicators | FY18-19 Target | FY18-19 Target |
| The minimum number of youth ages 14-21 (unduplicated) who will receive ILP services under this Agreement, annually. <i>Engagement is defined as at least one monthly interaction between the youth and ILP to directly provide ILP services (i.e., workshop, one-to-one mentoring/coaching session, etc.). Those ILP eligible youth who are not engaged will be contacted by phone or in person for outreach to ILP services.</i> | 40 | 40 |
| The percentage of youth referred who will attend and/or receive workshop information, annually. | 90% | 95% |