

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and the CALIFORNIA STATE UNIVERSITY FRESNO FOUNDATION, AN AUXILIARY
UNIT OF CALIFORNIA STATE UNIVERSITY, FRESNO, 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, it is necessary and desirable that Contractor be retained for the
purpose of providing comprehensive training for Human Services Agency staff, resource
parents, and other participants as determined by the Human Services Agency.

**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:

Exhibit A: Description of Services
Exhibit B: Payments and Rates
Exhibit B1: Budget
Exhibit B2: Budget Justification
Exhibit C: Reporting and Monitoring Requirements
Attachment I: § 504 Compliance

2. Definitions

- A. "CCR" means the California Code of Regulations.
- B. "CFR" means the Code of Federal Regulations.
- C. "Cal. Gov. Code" means the California Government Code.
- D. "PCC" means the California Public Contract Code.
- E. "Reimbursable item" means "allowable cost" and "compensable item".

- F. "State" means the State of California.
- G. "Contractor" means California State University Fresno Foundation since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
- H. "USC" means the United States Code.
- I. "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 shall 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. 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 **EIGHT HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS [\$834,722]**.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2022.

- 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 shall 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 may be 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 shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

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

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

- B. Intellectual Property Indemnification. Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("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.

9. Assignability and Subcontracting

Contractor shall 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 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.

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 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.

- A. **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, (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 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:

- 1) Comprehensive General Liability..... \$1,000,000
- 2) 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.

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

13. Non-Discrimination and Other Requirements

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

- A. Equal Access to Federally Funded Benefits, Programs, and Activities
Contractor shall 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 shall, 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 shall ensure compliance with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to 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 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.

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

H. Discrimination Against Individuals with Disabilities

Contractor shall 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 shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.

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

Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in 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 shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall 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 shall 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 shall 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 shall take prompt corrective action, including paying amounts resulting from any 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 restrictions 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: Clarisa Simon
Address: 1 Davis Drive
Belmont, CA 94002
Telephone: (650) 802-5026
Email: CSimon@smcgov.org

In the case of Contractor, to:

Name/Title: James E. Marshall, Dean of Research and Graduate
Studies
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 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.

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.

20. Conflict of Interest

- A. Contractor shall 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 shall 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 shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- C. Contractor shall 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 shall 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 shall 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 shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative Agreements which exceed \$100,000) and that all subrecipients 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. Access

Contractor shall 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 representatives 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.

26. 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 shall 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.

27. Dissolution of Entity

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

28. Information Integrity and Security

Contractor shall 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):

A. Information Assets

Contractor shall 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 shall 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 shall 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 shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.

- 5) Contractor shall 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.

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.

29. 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.

30. 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.

31. Software Maintenance

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

32. Electronic Backups

Contractor shall 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 shall ensure that any portable electronic media used for backups is encrypted.

33. Right in Data

- A. Rights in Data

- 1) Contractor shall 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.
- 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.
- 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.

34. Transition Plan

- A. Contractor shall 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 affect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by County. County will monitor Contractor's progress in carrying out all elements of the transition plan.

- C. If Contractor fails to provide a transition plan, Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

35. Emergency Preparedness

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

36. 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.

37. 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.

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

CALIFORNIA STATE UNIVERSITY FRESNO FOUNDATION



Keith Kompsi, Director, Foundation Financial Services.

Date: 10-4-19



James E. Marshall, Dean of Research and Graduate Studies

Date: 10.7.19

Exhibit A

Scope of Work

In consideration of payments in Exhibits B, B1, and B2, the Contractor shall provide the following:

I. SERVICES TO BE PROVIDED

The California State University, Fresno, Foundation, an auxiliary unit of California State University, Fresno (hereinafter Contractor) is designated by California Department of Social Services as the Regional Training Academy for San Mateo County. The contractor collaborates with the Bay Area Academy to provide standardized Title IV-E Common Core Curriculum that is consistent with Child Welfare practice across all counties in California. Through the Bay Area Academy (BAA), the Contractor will provide a comprehensive Child Welfare Title IV-E training program, utilizing blended learning to increase Children and Family Services (CFS) staff and other system partners' knowledge and skills to improve children's safety, permanency, and well-being. Contractor will identify potential trainers, purchase or develop curriculum, coordinate registration, develop and distribute training announcements, provide on-site coordination, provide field-based training and coaching.

A. CONTRACTOR WILL PROVIDE BLENDED LEARNING: CLASSROOM, FIELD-BASED, E-LEARNING

Contractor will implement, develop, and coordinate classroom, field-based, and eLearning training designed to:

- Support CFS program mandates and initiatives, by increasing staff knowledge on the application of new initiatives including, but not limited to, California Integrated Core Practice Model (ICPM), Continuum of Care Reform (CCR), Resource Family Approval (RFA), Child and Adolescent Needs and Strengths (CANS), Child and Family Teams (CFT), and Continuous Quality Improvement (CQI).
- Meet the training needs, both classroom and field-based, that are required to implement initiatives.
- Enhance CFS staff professional knowledge and skills through multiple training mediums, including e-learning, classroom, and field-based training.
- Increase staff's cultural awareness and responsiveness by delivering curriculum that is culturally appropriate.
- Support current efforts to develop and sustain a trauma-informed infrastructure.
- Support teaming with system partners, such as collaboration with Behavioral Health and Recovery Services for Pathways to Wellbeing (formerly Katie A), for clinical knowledge and skill development.
- Provide training that will assist child welfare staff in meeting the 40 hours training requirement every two years that is mandated by California Department of Social Services.

- Emphasize Permanency, Safety, Wellbeing, Fairness and Equity in all blended learning activities.
- Support staff retention by offering individual and group field-based training and coaching for new workers and transitioning staff, including newly hired or recently promoted supervisors and leadership.
- Provide training flyers for all contracted training sessions. Flyers will list the course description, learning objectives, and registration instructions with a registration hyperlink for self-registration. Contractor will provide the CFS training team a training roster two weeks before a training.

B. LCSW CLINICAL SUPERVISION

San Mateo Human Services Agency, Children and Family Services, seeks to enhance staff development and retention by providing a Group Supervision for qualifying social workers pursuing licensure in clinical social work.

Contractor will identify a Board of Behavioral Sciences (BBS) approved Clinical Supervisor to provide education, supervision, and guidance regarding the theoretical principles, practices, and techniques related to clinical interventions and the explanation and modeling of approved clinical methods utilized with a professional helping relationship for the purpose of preparing social workers with an ASW for licensure as a Licensed Clinical Social Worker.

The Clinical Supervisor will conduct group supervision of no more than 8 social workers per group for the fiscal year for a total of up to 17.3 days or 104 hours annually.

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

C. CURRICULUM

Based on the Annual Training Plan referenced in the Training Support Services in Exhibit B2, Contractor will purchase or develop the curriculum, books, and other resources needed to support the implementation of the training plan. The training curriculum purchased or developed will be determined during the Annual Training Plan process.

D. EVENTS

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

II. ADDITIONAL DELIVERABLES

Contractor shall provide the following:

- Up to 30 classroom training days
- Up to 25 field-based training/coaching days
- Purchase or develop curriculum not to exceed \$3750
- Up to 6 hours for a special event
- LCSW Clinical Supervision for a total of up to 17.3 days or 104 hours annually

III. COUNTY RESPONSIBILITIES, COUNTY WILL:

- Be responsible for staff registration, attendance, and participation. County shall over-enroll training classes by up to 20% and maintain a waiting list, ensuring that the specified number of unduplicated participants self-register using the flyer link and attend training.
- Ensure that training space is reserved for training with minimum capacity for 30 participants. Any class that has fewer than 15 registrants (10 for smaller classes identified by the Agency), confirmed two weeks in advance may be subject to cancellation.
- Arrange for management participation in the training advisory.
- Provide office space, computer, and equipment access for Contractor to print, copy, and other necessary functions during training coverage and while performing training program duties.
- Provide the names and other pertinent information of community agency staff, system partners, foster parents, and other providers who will participate in joint training sessions.
- Determine which training sessions are mandatory or voluntary and identify the respective participant populations.
- Ensure staff completion of post-training surveys designed to measure outcomes, objectives, and progress.
- Provide contractor with bi-annual schedule of all other CFS training events and coordinate support if requested.
- Have the option to adjust, modify, or add related services to meet its project goals as agreed upon by both parties, and adjust costs accordingly, as long as it does not exceed the total agreement obligation.

[End of Exhibit A]

Exhibit B

Payments and Rates

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

1. Contractor will invoice County for services shown in Exhibit A based on the rates shown in Exhibit B1.
2. Contractor will invoice County on a quarterly basis. Invoices will be due within 30 days after the close of each quarter. Invoices must include: 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..
3. The final invoice must be clearly marked "Final". The final invoice must include the following certification: "Payment of this invoice constitutes complete satisfaction of all County obligation under this Agreement and constitutes the completion of all services by the Contractor. County is hereby released from all further claims and obligations for this Agreement upon payment of this final invoice."
4. County shall pay invoices upon receipt and approval, and in accordance with the terms of this Agreement and federal, state, and local laws.
5. Contractor will submit invoices electronically to:

Clarisa Simon
CSimon@smcgov.org
(650) 802-5026

[End of Exhibit B]

Exhibit B1
Budget

Fiscal Year	Total
2019 - 2020	\$ 257,630.00
2020 - 2021	\$ 257,630.00
2021 - 2022	\$ 257,630.00
Total Direct Costs	\$ 772,890.00
Indirect @8%	\$ 61,831.20
Total Project Costs	\$ 834,721.20
Indirect Forgone (Match Contribution 11%)	\$ 85,017.90

Budget Break Down

(The budget is the same for each fiscal year of the Agreement. The total across all three years of the Agreement is \$834,721.20. The Agreement has been rounded up to \$834,722.)

Deliverables	Days	Daily Rate	Total (IVE)	Total (non IVE)	Grand Total
Classroom Training	30	\$3,896	\$116,880.00		
Field Based Training/Coaching	25	\$3,896	\$97,400.00		
Clinical Supervision	17.3	\$2,000		\$34,600.00	
Curriculum Development			\$3,750.00		
All staff training event	1		\$5,000.00		
Total Direct Costs			\$223,030.00	\$34,600.00	\$257,630.00

Carry Over Balance

Carry over balance is anticipated for FY 2019-20 and may be used in the remaining fiscal years. County shall have the option to adjust funding across fiscal years to meet the project goals as long as it does not exceed the total obligation amount.

[End of Exhibit B1]

Exhibit B2
Budget Justification

The California State University Fresno Foundation, in collaboration with the Bay Area Academy and the County of San Mateo's Human Services Agency provides the budget detail for the proposed scope of work in Exhibit A and budget Exhibit B1.

A. DELIVERABLES (Total Direct Costs)

Training

Classroom Training

BAA will deliver up to 30 days of classroom training based on the Annual Training plan developed with BAA Liaison and Program Manager. The budget request for this category totals \$116,880 and is based on a per day rate of \$3,896, inclusive of all staffing, independent contractors, and training support activities identified below.

Field Based Training/Coaching

BAA will deliver up to 25 days of field-based training based on the Annual Training plan developed with BAA Liaison and Program Manager. The budget request for this category totals \$97,400 and is based on a per day rate of \$3,896 inclusive of all staffing, independent contractors, and training support activities identified in the Exhibit A- Scope of Work.

LCSW Clinical Supervision

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

Curriculum Development

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

All Staff Training Event

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

B. TRAINING SUPPORT SERVICES

The BAA shall provide the following support services:

Annual Training Plan

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

Liaison

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

Trainers & Content Experts

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

Training Materials

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

Flyers

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

Training Sites

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

Records

- Prepare and maintain records of all training registrants, participants, and no-shows, and provide individual training transcripts when requested.
- Register attendees for all contract-related training sessions.
- Maintain records of staff attendance and completion of training.
- Enter the above information into a database and produce three quarterly reports and one annual training report.

- Classes with fewer than 15 participants (10 for smaller classes identified by the Department), confirmed two weeks prior to the class, may be subject to cancellation and rescheduling after consultation with the CFS Program Manager.

[End of Exhibit B2]

Exhibit C

Performance and Financial Monitoring & Reporting Requirements

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

Performance Monitoring & Reporting:

- a. The Contractor will report progress on the following outcome objectives:

Beyond working with CFS to ensure that the minimum number of participant hours for CFS staff is provided, it is essential to ascertain whether or not the new skills, concepts, tools, knowledge, or policies and procedures are practiced in the workplace. The quality and relevance of the training as perceived by the participants is one measurement to ensure that this transfer of learning occurs. Participant evaluations on the usefulness of the training will be completed at the end of each training event. Successful evaluations will indicate:

Measure	FY 2019-20	FY 2020-21	FY 2021-22
Percentage of training surveys that rate the overall usefulness of non-mandatory training as 3 or higher on a 4-point scale.	80%	82%	85%
Percentage of training surveys that rate the overall usefulness of mandatory training at 3 or higher on a 4-point scale.	70%	75%	80%
Percentage of training surveys that indicate learner's knowledge has increased as a result of the training.	75%	80%	82%

- b. Contractor shall use the following procedures for reporting performance measure outcomes:

- i. Contractor will provide a quarterly report of activities, referencing the services provided as described in Exhibit A, and performance outcomes/measures in Exhibit C, by the 30th of the month following the end of the quarter.
- ii. Contractor will provide an annual report summarizing the contract activities, referencing the BAA shall provide an annual report which identifies all of the trainings and special events offered for the contract year, with cumulative evaluation results, participant numbers, and

learning objectives identified. This report will also include accomplishments and challenges encountered by the Contractor. The annual metrics will be reported by the 15th of the month following the end of the program year.

- iii. Reports shall be electronically submitted to CSimon@smcgov.org. For assistance with reporting requirements or submission of reports, contact:

Clarisa Simon
CSimon@smcgov.org
(650) 802-5026

[End of Exhibit C]

ATTACHMENT I

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

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

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Keith Kompsi/James E. Marshall

Name of Contractor(s): California State University, Fresno Foundation

Street Address or P.O. Box: 4910 N Chestnut Ave M/S OF123

City, State, Zip Code: Fresno, CA 93726

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

Signature:

Title of Authorized Official: Director, Foundation Financial Services/Dean of Research and Graduate Studies

Date:

10-4-19 / 10.7.19

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the disabled person to other providers of those services that are accessible."