

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AMERICAN FEDERATION OF LABOR, CONGRESS OF INDUSTRIAL RELATIONS – FRESNO, MADERA, TULARE, KINGS COUNTIES DBA CENTRAL LABOR COUNCIL PARTNERSHIP

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and American Federation of Labor, Congress of Industrial Relations – Fresno, Madera, Tulare, Kings Counties DBA Central Labor Council Partnership, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing employment services and supports to foster youth enrolled in San Mateo County high schools.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Scope of Work
- Exhibit B—Payment Schedule
- Exhibit B1—Budget
- Exhibit C—Program Monitoring and Outcomes
- Exhibit D—Child Abuse Reporting Requirement
- Exhibit E—Fingerprinting Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED THOUSAND DOLLARS (\$600,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 29, 2016 through June 30, 2017.

5. Termination; Availability of Funds

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

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

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

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

Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from

Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

(Applies to all agreements)

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

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

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

(To be checked if Contractor is a licensed professional)

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

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

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

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

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Loc Nguyen, Director of Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-3390
Facsimile: 650-598-9785
Email: lhnguyen@smcgov.org

In the case of Contractor, to:

Name/Title: Randy Ghan, Secretary-Treasurer, Central Labor Council Partnership
Address: 3485 W Shaw Ave # 101, Fresno, CA 93711
Telephone: 559-275-1151
Facsimile: 559-276-2150
Email: fmtkclc@aol.com

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

* * *

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By _____:

Clerk of Said Board

AMERICAN FEDERATION OF LABOR, CONGRESS OF INDUSTRIAL RELATIONS – FRESNO, MADERA,
TULARE, KINGS COUNTIES DBA CENTRAL LABOR COUNCIL PARTNERSHIP
Randy Ghan, Secretary-Treasurer


Contractor's Signature

Date: 3/3/16
version)

(April 1, 2015 CCC issued contract template

Template version – May 4, 2015

**Scope of Work
American Federation of Labor, Congress of Industrial Relations – Fresno, Madera, Tulare, Kings
Counties Dba Central Labor Council Partnership
Foster Youth Employment Services
March 29, 2016 through June 30, 2017**

The Fresno, Madera, Tulare and Kings Central Labor Council (hereafter CLCP) will provide a comprehensive array of workforce development services to foster youth enrolled in San Mateo County high schools, referred by Children and Family Services, which will result in increased skills acquisition and employment among foster youth and contribute to long-range career and educational goals for youth in San Mateo County.

CLCP will focus on providing services to a minimum of 40 foster youth in the following areas:

1. Career Exploration
2. Individual Employment Plan
3. Soft and Hard Skills Development
4. Job Development

I. Target Population:

The target population for this Agreement will be foster youth enrolled in San Mateo County high schools referred to the CLCP through CFS or its providers.

II. Location of Services:

Services will be delivered countywide through field visits or in the CLCP offices located at 295 89th Street #308, Daly City, CA 94015 and 1777 Borel Place, Suite 200, San Mateo, CA 94402, depending on the type of service (i.e., youth-driven transitional meetings or workshops).

III. Environment:

- a. The office environment will be “Foster Youth Friendly”. This means that the space will be inviting and welcoming to the foster youth and they will be colocated with their peers in the CLCP office.
- b. Computers should allow foster youth to access sites outside of Peninsula Works/job specific websites for the purposes of checking on status of educational credits (GED/transcripts) and other areas which may be required for resume development.

IV. Hours of Services:

Services will be delivered at times that are accessible to youth who are attending high school. Therefore, services may need to be delivered in the evening hours or on weekends.

V. Trauma Informed Approach:

- a. Prior to beginning any services, CLCP and/or staff working directly with Foster Youth will participate in an orientation and educational meeting with Children and Family Services regarding the principles of a trauma-informed approach.
- b. CLCP and its staff will be expected to utilize techniques and interventions based on the trauma-informed approach.

VI. Intake and Assessment:

- a. Within two weeks of receiving the referral, CLCP will meet with the foster youth at a time and location convenient for the youth (such as a library or other public space) for an initial intake and assessment.
- b. CLCP will assess the youth’s job readiness and gauge the youth’s interests, experience, skills, challenges, and needs during the intake phase.

- c. A reassessment will be conducted every six months following the date of the initial intake and assessment.

VII. Service Delivery:

a. Career Exploration:

- i. CLCP will work with identified foster youth to introduce them to and explore various career options and emergent career fields.
 - 1. CLCP will work with youth to develop a plan on how the youth will accomplish or get to identified career goal.
- ii. The career exploration phase may be introduced during the intake and assessment phase however CLCP will provide workshops or other field activities such as industry field trips in a group setting to be comprised solely of foster youth participating in this program. Other career exploration topics will include:
 - 1. A real world view of current California labor markets both strong and weak trending.
 - 2. A look into the careers of the future.

b. Individual Employment Plan:

- i. CLCP will work with the foster youth to develop individual employment plans.
 - 1. Individual Employment Plan will include but not be limited to a plan on how to accomplish or get to identified career goal.
- ii. CLCP will work with foster youth to develop plans for experience based internship opportunities where employment may not be an option.

c. Soft and Hard Skills Development:

- i. CLCP will work with the foster youth, primarily in group settings, to develop their soft and hard skills.

- ii. Soft skills training will cover work ethics, personal growth and development, communication and interpersonal skills. Topics to be included, at a minimum, will be:

1. Resume Development
2. Professionalism
3. Interviewing Skills
4. Time Management
5. Communication Skills
6. Teamwork and Collaboration
7. Adaptability
8. Problem Solving
9. Conflict Resolution

- iii. Hard skill development will include:

1. Computer software training; MS Office Suite
2. Typing
3. Professional Writing

d. Job Development and Placement:

- i. CLCP will create job placement opportunities for the Foster Youth in convenient locations for the youth. "Convenient locations" are defined as locations that are geographically close to the youth's home (walking/biking distance, or public transportation easily accessible and short distance ride).
- ii. CLCP will work with employers to find opportunities that allow for flexibility with the youth's school-life situation.
- iii. Job opportunities may include volunteer or intern positions which align with their career goals or for the purposes of career exploration.

- iv. CLCP will coordinate and host a Foster Youth job fair inviting employers with full-time and part-time job opportunities in San Mateo County. This will be held on a date, time, and location that is convenient for most of the youth.
- v. CLCP will assure that all job placements will be able to comply with youth labor laws including but not limited to Fair Labor Standards Act (FLSA), Age Requirements, jobs free of hazards, and youth requirements set by the United States Department of Labor. Laws and requirements can be found at <http://www.dol.gov/general/topic/youthlabor>.

VIII. Recruitment of Staff Position(s) for Program

- a. Children and Family Services will be directly involved with the recruiting, interviewing, and hiring of any staff person who will be providing direct services to the youth.
- b. Existing CLCP staff persons that will be providing direct services to the youth will participate in the CFS coordinated trauma-informed approach meeting (see section V).
- c. All direct service staff will be required to submit to a Live Scan background check to CLCP prior to receiving any foster youth referral information.
 - i. CLCP must be a Department of Justice approved recipient;
 - ii. CLCP will submit, upon execution of this Agreement, a copy of the organization's fingerprinting process, the date of the last fingerprinting check for all employees and the outcome of the last fingerprint check (i.e., passed/failed/cleared/violated).

IX. Case Records:

- a. Every student will have a well maintained file with assessment scores stored securely in the CLCP office(s).
- b. Files will be maintained with up-to-date and accurate case records.
- c. The student files will be available to County at any time.

X. Training and Evaluation:

- a. CLCP will attend all mandatory trainings as requested by County.
- b. CLCP will complete all County-provided training related to this program, as determined by the Human Services Agency, such as the Mandated Reporter Training (MRT) and Multi-Disciplinary Team Training (MDT).
- c. CLCP will conduct regular meetings with program staff to ensure program policies are being enforced, files are being updated properly, invoices are being submitted correctly, and any issues are being resolved appropriately.
- d. CLCP will attend evaluation meetings at the request of the Human Services Agency and implement all procedures immediately to maintain an effective program.
- e. All CLCP staff will be informed of any updates and/or changes in the program.

XI. Miscellaneous:

- a. It is encouraged that light refreshments/food be provided for the youth at the meetings as an incentive to attend.
- b. The scope of this Agreement covers Foster Youth countywide therefore CLCP must coordinate with the case worker (via CFS or contracted service provider) to ensure that the youth have means for travel or transportation when workshops or group sessions are being held in the CLCP office locations.
- c. CLCP will closely collaborate with other Foster Youth service providers and CFS social workers, employment specialists, and independent living program staff.

Payment Schedule
American Federation of Labor, Congress of Industrial Relations – Fresno, Madera, Tulare, Kings
Counties Db a Central Labor Council Partnership
Foster Youth Employment Services
March 29, 2016 through June 30, 2017

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions in Exhibit A, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1. County shall pay Contractor monthly for actual costs incurred based on the budget in Exhibit B1.

Contractor must submit a detailed invoice which includes costs incurred. Funds are distributed as follows:

FY2015-16 \$ 200,000 (March 29, 2016 – June 30, 2016)

FY2016-17 \$ 400,000 (July 1, 2016 – June 30, 2017)

TOTAL \$ 600,000

2. Travel must be billed at the County's travel reimbursement rate. This rate can be confirmed by CFS staff.
3. Invoices shall be sent electronically to HSA-CFScontracts@smcgov.org with a copy to the CFS contract manager. Payments shall be made within thirty (30) work days upon receipt of Contractor's invoice.
4. In no event shall the total payment exceed **SIX HUNDRED THOUSAND DOLLARS (\$600,000)** for the term of the Agreement.
5. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A and Section 3 of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C. If the Contractor

does not meet at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C, County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.

If County determines to withhold payment, County will give thirty (30) days' prior written notice to the Contractor of County's intent. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Budget
American Federation of Labor, Congress of Industrial Relations – Fresno, Madera, Tulare, Kings
Counties Dba Central Labor Council Partnership
Foster Youth Employment Services
March 29, 2016 through June 30, 2017

FY2015-2016		BUDGET SUMMARY PLAN	
Applicant Name:	CLCP		
Project Title :	Youth		
Term:	03/29/16	through	06/30/16
Revision Date:			
I. Expenditures: *			
A. Staff Salaries & Tax			122,731
B. Number of full-time equivalents:	3.10	-	
C. Staff Benefits			9,590
D. Staff Benefit Rate (percent)	7.8%		
E. Staff Travel (mileage)			4,630
F. Operating Expenses (communications, facilities, etc.)			10,868
G. Leases (Equip/Leases/Rent)			22,181
Equipment need to request permission			
H. Contractual Training (attach detailed description)			
I. Supportive Services			
J. Other Contractual (attach detailed description)			
K. Indirect Costs			
L. Indirect Cost Rate (percent)	15%	30,000	
M. Name of Cognizant Agency:			
N. Other (describe):			
Total Expenditures			200,000

FY2016-2017		BUDGET SUMMARY PLAN	
Applicant Name:		CLCP	
Project Title :		Youth	
Term:	07/01/16	through	06/30/17
Revision Date:			
I. Expenditures: *			
A. Staff Salaries & Tax		213,935	
B. Number of full-time equivalents:	3.10		
C. Staff Benefits		17,229	
D. Staff Benefit Rate (percent)	8.1%		
E. Staff Travel (mileage)		14,841	
F. Operating Expenses (communications, facilities, etc.)		34,859	
G. Leases (Equip/Leases/Rent		59,136	
Equipment need to request permission			
H. Contractual Training (attach detailed description)			
I. Supportive Services			
J. Other Contractual (attach detailed description)			
K. Indirect Costs			
L. Indirect Cost Rate (percent)	15%	60,000	
M. Name of Cognizant Agency:			
N. Other (describe):			
Total Expenditures		400,000	

Program Monitoring and Outcomes
American Federation of Labor, Congress of Industrial Relations – Fresno, Madera, Tulare, Kings
Counties Db a Central Labor Council Partnership
Foster Youth Employment Services
March 29, 2016 through June 30, 2017

PROGRAM MONITORING

1. Contractor agrees to meet the following performance measure(s) and outcomes:

Measure	FY 2015-16 Projected	FY 2016-17 Projected
Of those youth engaged in services, the percentage of youth (enrolled in high school) who will have identified career options/and or industries upon graduation.	N/A*	70%
Of those youth engaged in services, the percentage who will have an individual employment plan.	N/A*	70%
Of those youth engaged in services, the number of youth who will exit into employment.	N/A*	20
Of those youth engaged in services, the number of youth who will be placed in an internship or on-the-job training program.	N/A*	20
The percentage of youth who will have an intake and assessment completed within two weeks from the date the referral is received by CLCP.	N/A*	90%
Percentage of increase in high school graduation rates for dependent foster youth engaged in San Mateo County educational and employment foster youth programs.	N/A*	12% (Increase from 70.3% to 82.3%)
*Services will be provided for 15 months and the measure will be based on the total months of service.		

2. Contractor agrees to provide services to a minimum of 40 youth enrolled in San Mateo County high schools and referred to the CLCP by Children and Family Services.

3. Reports:

- a) CLCP will submit summary reports based on due dates in section b below to the Children and Family Services contract manager with a copy to HSA-CFScontracts@smcgov.org detailing the:

- i. Number of referrals received by CLCP

1. Number of intake and assessments completed within two weeks.

- ii. Number of youth engaged in services
 - iii. Total number of workshops offered
 - 1. Topic of each workshop
 - 2. Number of youth in attendance per workshop
 - 3. Total number of youth in attendance across all workshops
 - iv. Number of job fairs coordinated and hosted by CLCP
 - 1. Number of youth in attendance (per job fair and aggregate)
 - 2. Number of employers in attendance (per job fair and aggregate)
 - a. Breakdown by industry
 - b. Breakdown by geographic location of available position(s)
 - 3. Number of successful employee to employer matches resulting in job offer
 - a. Breakdown by industry
 - v. Career Exploration:
 - 1. Types of career exploration activities (i.e., field trip)
 - a. Breakdown by industry
 - 2. Number of youth participating in career exploration activity (per activity and aggregate)
 - vi. Number of youth with Individual Employment Plans
 - a. Number of youth who have identified a career or post-secondary track
 - b. Number of youth with a developed plan for achieving identified career goal
 - c. Breakdown by industry
 - vii. Number of youth exiting into employment
 - viii. Number of youth exiting into an internship or on-the-job training program
- b) Quarterly Activity Reports are to be submitted by the following dates:
 July 31, 2016 | October 15, 2016 | January 31, 2017 | April 15, 2017 |
 July 31, 2017
- c) Six-month narrative and activity report is to be submitted by:
 October 31, 2016
- d) Year-end narrative and activity report to be submitted by:
 July 31, 2017

Exhibit D

Child Abuse Prevention and Reporting

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

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

County of San Mateo – Fingerprinting Certification Form

DATE: 1/22/2015

AGREEMENT WITH: American Federation of Labor, Congress of Industrial Relations – Fresno,
Madera, Tulare, Kings Counties Db a Central Labor Council Partnership

FOR: Youth Job Training, Development and Job Placement Services.

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

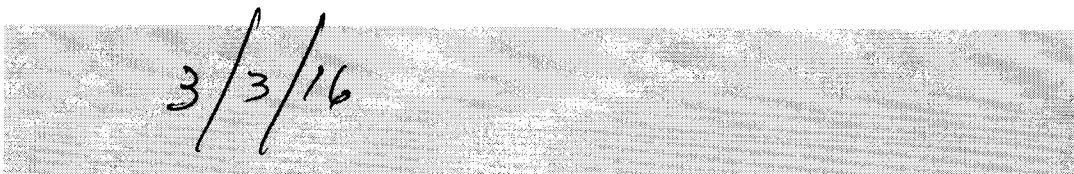
NAME: Randy L. Ghan

TITLE: Director

SIGNATURE:

A rectangular area containing a handwritten signature in black ink. The signature appears to be 'Randy L. Ghan' written in a cursive style.

DATE:

A rectangular area containing a handwritten date in black ink. The date is '3/3/16'.

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: **Edward Manio**

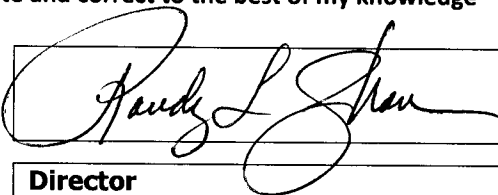
Name of Contractor(s): **CLCP**

Street Address or P.O. Box: **1777 Borel Place Suite 200**

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

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

Signature:



Title of Authorized Official:

Director

Date:

3/3/16

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