

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SILICON VALLEY CHILDREN'S FUND

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 Silicon Valley Children's Fund, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of 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 educational case management services and support 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—Services
- Exhibit B—Payment Schedule
- Exhibit B1—Budget
- Exhibit C—Performance Monitoring and Reporting
- 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 **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**. 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. 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, provided that Contractor will not be required to return any pre-paid payments.

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

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 be and remain shared property of County and Contractor and both parties (County and Contractor) hereby grant each other a non-exclusive, perpetual, royalty-free, non-transferable license to use, reproduce, and distribute such Contract Materials solely for its internal business and administrative purposes. Upon termination, either party (County or 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 defend and indemnify County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description 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, resulting from Contractor's or its employees/officers/agents' gross negligence or willful misconduct;

(B) damage to any property of any kind whatsoever and to whomsoever belonging caused by Contractor or its employees/officers/agents; or

(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.

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

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 under this Agreement. 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, other than any such licenses, permits or approvals required to provide the services at locations other than Contractor's facilities, such as public schools and public libraries, which County shall procure at its own expense if necessary. 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 have 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 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 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 by County 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 for further services 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, to the extent such laws apply to Contractor, 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 any applicable 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 reasonably necessary documentation of compliance upon request by County.

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 third party complaint or allegation of discrimination by Contractor 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 against Contractor 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 may subject the Contractor to penalties, to be determined by the County Manager in accordance with applicable law. 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 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 applicable 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 any applicable 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: Elise Cutini, Executive Director
Address: Silicon Valley Children's Fund
1871 The Alameda, Suite 335, San Jose, CA 95126
Telephone: 408-484-6210
Facsimile: 408-350-1892
Email: Elise.Cutini@svcf.org

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

SILICON VALLEY CHILDREN'S FUND
Elise Cutini, Executive Director

Elise Cutini

Digitally signed by Elise Cutini
DN: cn=Elise Cutini, o=Silicon Valley Children's
Fund, ou, email=Elise.Cutini@svcf.org, c=US
Date: 2016.03.07 15:09:39 -08'00'

Contractor's Signature

Date:

3/7/2016

(April 1, 2015 CCC issued contract template version)

**Scope of Work
Silicon Valley Children's Fund
Foster Youth Education Services
March 29, 2016 through June 30, 2017**

Silicon Valley Children's Fund (SVCF) will provide educational case management services through its Emerging Scholars program to foster youth enrolled in San Mateo County (SMC) high schools, referred by Children and Family Services (CFS).

I. Target Population:

The target population for this Agreement will be foster youth enrolled in San Mateo County high schools, grades 9 – 12, referred to SVCF through CFS or its providers.

II. Location of Services:

Services will be delivered countywide through field visits or in the SVCF offices (address to be determined) depending on the type of service and need of the youth (i.e., transportation, schedule, etc.).

III. Environment:

The office environment will be "Foster Youth Friendly". This means that the space will be inviting and welcoming to the foster youth who may be sharing personal and sensitive information. Should there be group meetings, foster youth will be colocated with their peers.

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:

SVCF and its staff/interns will be expected to utilize techniques and interventions based on a trauma-informed approach to service delivery.

VI. Service Delivery

Services will be delivered through the Emerging Scholars program, which offers education coaching and advocacy. SVCF will ensure the following:

- a. At least 30 SMC high school foster youth in grades 9 through 12 (maximum of 50) will be provided services through the Emerging Scholars program.
- b. Foster youth will be in weekly contact with their Emerging Scholars coach (in person no less than every other week). Coaches will:
 - i. Establish positive rapport with the youth to encourage stronger academic performance;
 - ii. Request academic records (i.e., transcripts, class schedule, attendance and discipline records, Individualized Education Plans, etc.);
 - iii. Conduct academic records reviews to determine current level of performance, identify needs, and develop plans to address those identified needs;
 - iv. Ensure youth meet with their academic counselors to develop a high school graduation plan;

- v. Track progress on plans, track school attendance through School Loop and other similar school/parent communication systems;
 - vi. Track progress on units and GPA;
 - vii. Help youth explore and identify a plan for career options by working with the youth to create an account on www.cacareerzone.org. On this website, the youth can take a self-assessment, do career research, and learn about lifestyle planning.
 - viii. Help youth plan for post-secondary education through academic coaching and by taking youth on college tours in the Bay Area, twice a year, and other education related field trips;
 - ix. Support 12th graders with college matriculation steps including financial aid and college applications;
 - x. Collaborate with care givers as indicated to ensure youths' academic progress.
- c. Coaches will communicate no less than once a month with the case carrying social worker to ensure collaboration on academic needs.
- d. Coaches will provide the case carrying social worker with a case summary at the end of each academic year.
- e. Enrichment workshops on topics such as financial aid, scholarship research and applications, and college applications will be offered and hosted by SVCF.
- f. The program director (a licensed clinician) will oversee staff and program implementation. The director will provide reports on the impact of Emerging Scholars in SMC.

VII. Staffing Model

SVCF will dedicate current senior staff to successfully implement the expansion of the Emerging Scholars program to San Mateo County and will hire additional staff who specifically will be assigned to the expansion. The detailed breakdown of staffing will be as follows:

a. Executive Director

- i. 0.3 FTE for March-June 2016. Following this period, the Executive Director will still be involved but to a lesser degree in hours.
- ii. The Director of High School Pathways reports directly to the ED.

b. Director of High School Pathways

- i. 0.5 FTE for March-June 2016 and 0.2 FTE for July 2016-June 2017.
- ii. Youth Engagement Manager and the Data Analyst will report to this Director.
- iii. Beginning July 2016, one new SMC Emerging Scholars Coordinator/Field Instructor will report to this Director.

c. Director of Philanthropy and Program Advancement

- i. 0.35 FTE for March-June 2016. Following this period, the Director of Philanthropy and Program Advancement will still be involved but to a lesser degree in hours.
- ii. This position will secure space and logistics, grant management and support Director of High School Pathways.

d. Youth Engagement Manager

- i. 0.25 FTE for March-June 2016 and 0.10 FTE for July 2016-June 2017.
- ii. This position will support the development and implementation of the trainings, events and workshops.

e. Data Analyst

- i. 0.5 FTE for March-June 2016 and 0.2 FTE for July 2016-June 2017
- ii. This position will define, analyze, and report program metrics.

f. Coaches

- i. Beginning July 2016, two (2) full time Coaches will provide direct service to the youth in grades 10 to 12.
- ii. Beginning July 2016, two (2) social work interns will provide services for 9th graders.

g. Field Supervisor

- i. SVCF will subcontract with one 0.3 FTE Field Supervisor
- ii. The Field Supervisor will provide supervision to the Coaches and interns.
- iii. This Field Instructor will be the main contact in the County for County staff and County designated services providers.

(This section left intentionally blank.)

VIII. *Project Timeline

March - June 2016

- 1) Decision to proceed;
- 2) Establishment of working relationships between SVCF and CFS;
- 3) Secure office space in SMC;
- 4) Staff and Intern recruitment;
- 5) Introduction of the program to local high schools;
- 6) Beginning promoting program within CFS;
- 7) Hiring and training of Field Supervisor;
- 8) Planning for continuous evaluation process with reporting to CFS as delineated in contract.

August 2016

- 9) Emerging Scholars Coach trainings;
- 10) Identification of participants;
- 11) Case assignments.

September 2016

- 12) Beginning of work between Coaches and youth;
- 13) Beginning of regular supervision of Coaches by Field Supervisor.

September 2016 – May 2017

- 14) Weekly coaching contacts with youth
- 15) Academic advocacy;
- 16) Scholarship and Financial Aid research and applications;
- 17) Exploration of summer plans;
- 18) Continuous evaluation process with reporting to CFS as delineated in contract.

June 2017

- 19) End of year program evaluation.

*County may adjust timeline to meet the goals of this project.

IX. Case Records:

- a. Every referred youth will have a well maintained file with progress reports stored securely in the SVCF office(s);
- b. Files will be maintained with up-to-date and accurate case records;
- c. Case files will be available to County at any time.

X. Hiring, Training and Supervision of Staff and Fingerprinting Requirements:

- a. SVCF will hire, train, and supervise staff and interns;
- b. All staff will be required to submit to a Live Scan background check to SVCF prior to receiving any of the youth's contact information.
- c. SVCF must be on the Department of Justice approved recipient list.
 - a. SCVF will submit, upon execution of this Agreement, a copy of their organization's fingerprinting process, the date of the last fingerprint check for all employees and the outcome of the last fingerprint check (i.e. passed/failed/cleared/violated).

XI. Administrative Coordination for Interns – CFS' Role

- a. CFS will help coordinate the administrative process for the interns recruited by SVCF including the background and medical checks.

**Payment Schedule
Silicon Valley Children's Fund
Foster Youth Education 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 and of paragraph two of this Agreement herein, 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 \$ 100,000	(March 29, 2016 – June 30, 2016)
FY2016-17 \$ <u>200,000</u>	(July 1, 2016 – June 30, 2017)
TOTAL \$ 300,000	

2. 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.
3. In no event shall payments exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** for the term of the Agreement.
4. 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 of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 85% of each of the targeted outcomes as outlined in Program

Monitoring Exhibit C. If the Contractor does not meet at least 85% 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.

5. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
6. 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
Silicon Valley Children's Fund
Foster Youth Education Services
March 29, 2016 through June 30, 2017**

Program Operating Budget (March 2016- June 2016)	
Fiscal Year Start/End Date: 7/1/2015 - 6/30/2016	
	High School Emerging Scholars
Income	
Individual Contributions	
Board Solicited	
Tutoring Fund	
Foundation & Corporate Grants	\$ -
Government/Public Funding	\$ 100,000
Fundraising Events/ Campaign	
Fee for Service	
Investment Income	
Total Revenue	\$ 100,000
Expenses -- Personnel	
Salaries	\$ 58,969
Payroll taxes	\$ 5,897
Benefits	\$ 5,897
Stipends	\$ 2,000
Total Labor Expenses	\$ 72,763
Operating Expenses	
Scholar meetings	\$ -
Administrative Expenses	\$ 4,094
Rent	\$ 15,200
Tutoring Expenses	\$ -
Scholarships	\$ -
Communications and Marketing	\$ 5,000
Staff Travel	\$ 2,944
Staff Development & Training	\$ -
Events and Workshops	\$ -
IT (e.g. Laptops, mobile Wi-Fi , etc.)	\$ -
In-Kind Expenses	\$ -
Total Non-labor Expenses	\$ 27,238
Total Expenses	\$ 100,000
Total Revenue	\$ 100,000
Delta	\$ -

**Budget – Page 2
Silicon Valley Children’s Fund
Foster Youth Education Services
March 29, 2016 through June 30, 2017**

Program Operating Budget (July 2016- June 2017)	
Fiscal Year Start/End Date: 7/1/2016 - 6/30/2017	
	High School Emerging Scholars
Income	
Individual Contributions	
Board Solicited	\$ -
Tutoring Fund	\$ -
Government/Public Funding	\$ 200,000
Fundraising Events/ Campaign	\$ -
Fee for Service	
Investment Income	
Total Revenue	\$ 200,000
Expenses -- Personnel	
Salaries	\$ 159,650
Payroll taxes	\$ 15,965
Benefits	\$ 15,965
Stipends	\$ 2,000
Total Labor Expenses	\$ 193,580
Operating Expenses	
Scholar meetings*	\$ 5,000
Administrative Expenses*	\$ -
Rent*	\$ 1,420
Tutoring Expenses	\$ -
Scholarships	\$ -
Communications and Marketing	\$ -
Staff Travel*	\$ -
Staff Development & Training*	\$ -
Events and Workshops*	\$ -
IT (e.g. Laptops, mobile Wi-Fi , etc.)	\$ -
In-Kind Expenses	\$ -
Total Non-labor expenses	\$ 6,420
Total Expenses	\$ 200,000
Total Revenue	\$ 200,000
Delta	\$ -

*SVCF will apply a \$65,680 match to cover expenses generated in these categories.

**Program Monitoring and Outcomes
Silicon Valley Children’s Fund
Foster Youth Education Services
March 29, 2016 through June 30, 2017**

PROGRAM MONITORING

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

Board Level Performance Measure(s)			
Measure	FY 2014-15 Actual	FY 2015-16 Projected	FY 2016-17 Projected
The percent reduction in truancy and number of unexcused school absences for foster youth in San Mateo County high school districts to whom Contractor provided services under this agreement	N/A*	Develop baseline.	20%
The percentage of dependent youth who are graduating seniors will increase from 70.3% to 82.3% (the national average) by the end of FY 2016-2017.**	70.3%	N/A	82.3%
*The first year (three months) will be used to ramp up the program with full implementation in year two. ** Based on a graduation requirement of 220 units, applies to seniors with no fewer than 160 units at the start of the 2016-17 AY (or 90 units at the start of the 2016-17 AY year for youth found eligible and approved for AB167).			

Outcome	FY15-16 Goal	FY16-17 Goal
a. The minimum number of youth that will receive direct educational coaching services from Silicon Valley Children’s Fund.	N/A*	30
b. Within six months following the initial coaching session, the number of youth with a high school graduation plan.	N/A*	23
*The first year (three months) will be used to ramp up the program with full implementation in year two.		

2. Contractor will be responsible for collecting and entering the data for program participants related to the services provided by Contractor.

3. Reports:

- a. SVCF will submit summary reports on a quarterly basis to the Children and Family Services contract manager with a copy to HSA-CFScontracts@smcgov.org detailing the:

- i. Nature and duration of activities between coaches and youth:
 1. Per youth and aggregate;
 2. This should include, but not be limited to, the number and method of contact between youth and coach.
 - ii. Improvement in school performance:
 1. Per individual youth and aggregate.
 2. Contractor will work with the CFS assigned social worker or Employment Services Specialist to obtain information regarding school performance and attendance records to inform reports.
 - iii. Number of youth with a high school graduation plan.
 - iv. Number of enrichment workshops broken down by topic such as financial aid, scholarship research and applications and college applications:
 1. Number of workshops offered and hosted by SVCF;
 2. Number of youth in attendance (individual and aggregate).
 - v. Number of college campus tours hosted:
 1. Number of youth in attendance;
 2. Breakdown by college type (UC, Private, Community College, Vocational);
 3. Breakdown by geographic location.
 - vi. Number of 12th graders assisted with the successful completion of college financial aid application(s).
 - vii. Number of 12th graders assisted with the successful completion and submission of college application(s):
 1. Results of the applications (acceptance/denial).
 - viii. Program satisfaction among all participants:
 1. SVCF will administer surveys to the youth, Coaches and social workers assessing:
 - a. Program satisfaction;
 - b. Motivation to succeed;
 - c. Access to resources;
 - d. Career exploration;
 - e. Other indications of success.
 2. SVCF will be responsible for collecting, entering, and reporting the data from these surveys.
- 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. Year-end 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: 2/25/2016

AGREEMENT WITH: Silicon Valley Children’s Fund

FOR: Educational case management and coaching services to foster youth.

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 contractor’s employees, assignees, and subcontractors or volunteers have contact.

NAME: Elise Cutini

TITLE: Executive Director

SIGNATURE:

Elise Cutini

Digitally signed by Elise Cutini
DN: cn=Elise Cutini, o=Silicon Valley Children's
Fun, ou, email=Elise.Cutini@svcf.org, c=US
Date: 2016.03.07 15:03:46 -08'00'

DATE:

3/7/2016

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:

Elise Cutini

Name of Contractor(s):

Silicon Valley Children's Fund

Street Address or P.O. Box:

1871 The Alameda, Suite 335

City, State, Zip Code:

San Jose, CA 95126

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

Signature:

Elise Cutini

Digitally signed by Elise Cutini
DN: cn=Elise Cutini, o=Silicon Valley Children's Fun, ou,
email=Elise.Cutini@svcf.org, c=US
Date: 2016.03.07 15:04:58 -08'00'

Title of Authorized Official:

Executive Director

Date:

3/7/2016

*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."