

## AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (County), and Northern California Youth and Family Programs (Consultant), a California corporation, (collectively, the Parties and individually a Party) for the provision of an Independent Living Program.

### Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

**Aftercare Youth** means Youth who have aged out of the Foster Care System and are eligible to receive Independent Living Program (ILP) services up to age 21 years.

**CalWORKs** means California Work Opportunity and Responsibility to Kids program, which provides temporary cash aid and employment services to needy families with children. The program offers supportive services, including child care, transportation and other services necessary for a successful transition from welfare to work.

**Chafee Educational and Training Vouchers (ETV) Program** provides resources specifically to meet the educational and training needs of Title IV-E eligible foster youth. The Chafee ETV Program offers up to \$5,000 per year for post-secondary education and training to assist youth with skill development needed to lead independent and productive lives. To qualify for the Chafee ETV Program, a youth must have received or was eligible to receive ILP services between the ages of 16-19, and not reach their 22nd birthday as of July 1 of the current year. Youth can continue to participate in the Chafee ETV Program until they turn 23 years of age if enrolled in a post-secondary education or training program and making satisfactory progress toward completion of that program.

**County Fiscal Year** means the 12-month period, which commences on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following calendar year.

**Emancipated Youth Stipends** are special needs stipends for emancipating foster youth. As explained in All County Letter (ACL) 00-84, the following are the seven expenditure categories of allowable costs that may be paid at county discretion from the Emancipated Youth Stipends: 1) Transportation Costs; 2) Work Required Costs; 3) Contracted Services Costs; 4) Health Services Costs; 5) Costs Related to the Child(ren) of Emancipated Youth; 6) Housing Assistance Costs; and 7) Emancipated Youth Aftercare Costs.

**Family Unification Program (FUP).** As authorized under 42 U.S.C. §1437f(x) is to provide housing vouchers to youth age 18 to 21 years old who left foster care at age 16 or older and who lack adequate housing.

**General Educational Development (GED),** means the national test that may be taken by persons who are eighteen years of age or older, or who meet specific criteria for testing at age seventeen. The GED test is administered statewide through 215 educational agencies, including adult schools, county offices of education, and community colleges. The exam

is offered in both English and Spanish. Examinees who pass the test receive a High School Equivalency Certificate from the State of California and an Official Report of Test Results.

Independent Living Program (ILP). The purpose of the ILP is to provide program services and activities as specified in the TILP, prepared for each ILP Youth, to assist them to live independently.

**ILP Youth** are individuals who are in foster care under the supervision of the County through either its Children's Services or the Juvenile Probation Department and include youth aged 16 to 18 years. This includes Aftercare Youth who may or may not qualify for Non-Minor Dependent status but were formerly in foster care under the supervision of the County's Children's Services or the juvenile Probation Department.

**Non-Minor Dependent** is a young adult who remains under the jurisdiction of the court in Extended Foster Care after age 18 and up to age 21.

**National Youth in Transition Database (NYTD)** means the database administered by the Administration for Children and Families (ACF) and requires all states to: (1) collect information on each youth, aged 17 to 21, who receives independent living services paid for, or provided by the state, and to transmit the information semiannually to ACF; and (2) collect demographic and outcome information on certain youth in foster care whom the state will follow over time to collect additional outcome information. The information collected will allow ACF to track which independent living services states provide, and to assess the collective outcomes of youth. States receive fiscal penalties for noncompliance with the data collection requirements. Incentive payments are provided to Youth completing surveys as directed by CDSS.

**Transitional Independent Living Plan (TILP)**, for the purposes of the ILP, means the written service delivery plan available on the Child Welfare Services/Case Management Services (CWS/CMS) electronic record system that identifies a particular Youth's current level of functioning, emancipation goals, and the specific skills needed to prepare the Youth to live independently upon leaving foster care. The TILP is mutually agreed upon by the Youth and the Youth's social worker/probation officer. The TILP describes the programs and services, including employment and savings, as appropriate, based on an assessment of the individual Youth's skills and abilities, that will help the Youth prepare for transition from foster care to independent living.

**Youth** means an individual who is eligible to receive services under an ILP.

## **Section 2. RESPONSIBILITIES OF CONSULTANT.**

### **A. Services.**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- (1) Maintain an ILP that provides the following core services for each eligible ILP Youth. Core services shall be provided based on identified needs and goals as documented in the TILP including, but not limited to:
  - (a) Education, including: skill development, assistance and referrals to obtain literacy skills, high school diploma/GED, and post-secondary education experiential learning, and computer skills;

- (b) Career development, including: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement, and retention;
  - (c) Assistance and referral to promote health (including mental health) and safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
  - (d) Referral to available mentors and mentoring programs;
  - (e) Daily living skills, including: information on and practical, hands-on experiences and training in financial management and budgeting; personal responsibility skills; self-advocacy; household management; consumer and resource use; and obtaining vital records;
  - (f) Financial resources, including: information and referrals regarding financial assistance. Financial assistance, could include, but is not limited to, incentives, stipends, savings and trust fund accounts, educational/vocational grants, CAL-Grants, the Chafee ETV Program, Employment Development Departments, One-Stop Career Centers, Workforce Investment Act funding and programs, other employment programs and other forms of public assistance such as, CalWORKs, Food Stamps (CalFresh), and Medi-Cal; and
  - (g) Housing information, including, but not limited to, training and referrals about transitional housing programs; federal, state and local housing programs; and landlord/tenant issues.
- (2) Provide other services to ILP Youth including, but not limited to:
- (a) Intake and assessment services using the Ansell-Casey Life Skills Assessment-IV (ACLSA-IV) administered to each ILP Youth at least annually during each ILP Youth's participation in the ILP. The ACLSA-IV shall be administered within the first six months of a youth entering the ILP. A copy of each ACLSA-IV administered shall be provided to each ILP Youth's social worker or probation officer;
  - (b) Goal setting and planning with each ILP Youth;
  - (c) Assessments and skill building activities;
  - (d) Regular communication through bulletins, ads, and other media to advise ILP Youth of current activities and services;
  - (e) Experiential groups;
  - (f) Program exit services including identification of support person(s) and follow-up plan;
  - (g) Coordinate transportation for each ILP Youth to and from all ILP activities, on an as-needed basis;

- (h) Assist County in the formulation and implementation of a TILP for each Shasta County ILP Youth engaged in the ILP Program;
  - (i) Establish regular communication and coordination with each ILP Youth's assigned social worker or probation officer;
  - (j) Coordinate ILP services for each ILP Youth with other providers, including, but not limited to, California Youth Connection, Wraparound, private businesses and organizations, County's Health and Human Services Agency (HHSA) Adult Services, HHSA's Alcohol and Drug Services, HHSA's Public Health, County's Probation Department, the Shasta County Office of Education; and
  - (k) Coordinate ILP activities and services with the California Community College Foundation and Shasta College and encourage ILP Youth's participation in workshops held at Shasta College.
- (3) For Shasta County ILP Youth in placements outside of Shasta County, within 15 days of notice of placement, notify the ILP coordinator of the host county where the ILP youth resides and send a copy of the Shasta County ILP Youth's signed TILP to the host county ILP coordinator in order to request ILP services. Consultant shall assist host county ILP coordinators where Shasta County ILP Youth are placed to provide and document ILP services that address each individual Youth's needs as prescribed in their TILP.
- (4) Provide the core services as prescribed in Section 2.A.(1) of this agreement to any ILP Youth placed in Shasta County where there is a signed TILP received from the ILP Youth's county of residence. Consultant shall maintain a list of ILP Youth placed in Shasta County from another county who are receiving ILP services and provide data and reports concerning such ILP Youth as requested by the county of origin.
- (5) Participate in County and community advisory boards and committees as requested by County.
- (6) Possess and maintain a comprehensive understanding of the issues related to:
- (a) Commercially Sexually Exploited Children (CSEC) signs of exploitation and reporting requirements.
  - (b) Incorporate CSEC information into existing trainings for ILP Youth as appropriate.
- (7) Participation of staff and ILP Youth in County CSEC workshops.
- (a) Promote ILP Youth CSEC education and attendance.
  - (b) Provide transportation assistance for ILP Youth workshop attendance.

- (8) Distribute and monitor Emancipated Youth Stipends to eligible ILP Youth. Ensure that expenditures are made within the categories of allowable costs as explained in ACL 00-84 and CDSS regulations. Ensure that annual expenditure of Emancipated Youth Stipends do not exceed the budgeted amount of \$6,997.00. Consultant shall consult with County regarding any unusual special needs Emancipated Youth Stipend requests prior to any such payments.
- (9) Provide assistance in establishing, for each ILP Youth, at least one life-long mentor.
- (10) Refer ILP Youth to substance abuse, mental health, and general health programs and services, as appropriate.
- (11) Assist pregnant or parenting ILP Youth to obtain prenatal, perinatal, and/or parenting services.
- (12) Provide services related to the needs of Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Youth.
- (13) Provide outreach to, and aftercare services for ILP eligible Foster Youth who have exited from the County foster care or Probation systems.
- (14) When requested by County, plan for and host trainings, conferences, and retreats for ILP Youth, County staff, community/agency providers of ILP services, and caregivers/supervisors of ILP Youth.
- (15) Encourage participation by ILP Youth in the local chapter of California Youth Connection and work with the regional representative of the local chapter of California Youth Connection and each ILP Youth's adult supports to increase networking and leadership capacity building for ILP youth.
- (16) Determine initial eligibility, make referrals and provide supportive case management services for ILP Youth for the FUP vouchers with the City of Redding Housing Authority.
- (17) Meet with each ILP Youth at least once per month to review progress towards completion of TILP goals.
- (18) Purchase and distribute grocery store gift cards, with a face value between \$25 and \$75 as directed by the County pursuant to Section 3B, to be used as incentive payments for ILP Youth who participate in the federally mandated NYTD surveys as provided in Sections 2A (17-19.) Gift cards shall expressly prohibit the purchase of alcohol and tobacco products. The grocery store gift card purchases shall not exceed \$3,000 per County Fiscal Year.
- (19) Assist Youth identified to participate in the NYTD surveys, including providing access to computers and NYTD internet websites.

- (20) Have Youth present original printed NYTD receipt as proof of participation to receive incentive payment, and submit original NYTD receipt to County with invoice.
- (21) Collect and track participant data in order to complete all required reports including but not limited to, the annual ILP narrative and ILP statistical reports (Annual Reports) NYTD data collection and annual participant surveys, and other data reporting as may be required by CDSS, and/or County.
- (22) Provide a written quarterly report (Quarterly Report(s)) to County regarding the services provided pursuant to this agreement by October 20th, January 20th, April 20th, and July 15th of each County Fiscal Year, for the preceding three-month period. The Quarterly Reports shall be sent to Program Analyst, 1313 Yuba Street, Redding, CA 96001. The Quarterly Reports shall include, but not be limited to, the following four parts:
  - (a) A written narrative summarizing agreement-related activities of the previous quarter, including but not limited to: 1) a summary of activities; 2) identification of accomplishments; 3) identification of potential problem areas (including suggestions for mitigating the potential problem areas); 4) a discussion of important or questionable statistics; 5) delineation of reasons for Youth accepting or declining ILP services; 6) an assessment of success in meeting Contract requirements; and 7) suggestions for improving the efficiency or effectiveness of the program;
  - (b) A quarterly individual progress report for each Youth provided services pursuant to this agreement;
  - (c) A list of all Shasta County ILP Youth currently receiving services in a county other than Shasta County. This list shall include the name of the Youth, the county providing service, the date the referral was received, which services are being provided, and whether the Youth was seen at least once each month; and
  - (d) A list of all ILP Youth from other counties receiving services from Shasta County. This list shall include the name of the Youth, the county of origin, date the referral was received, which services are being provided and whether the Youth was seen at least once each month.

**B.** As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than

one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

**C. Record Keeping/Reporting.**

- (1) Consultant shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and (ii) records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 2.A of this agreement (collectively, the Agreement Records). All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
- (2) Consultant shall provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal government. Consultant shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.

**D. Client Grievances.**

Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's approval prior to use. County's Health and Human Services Agency, Children's Services Branch Director (Branch Director) shall be notified in writing within 10 business days of:

- (1) Learning of all grievances and the nature thereof; and
- (2) Resolution of a grievance or conclusion of the grievance process, including the results.

**E. Investigation of Illegal Use of Agreement Funds.**

- (1) Consultant shall take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
- (2) Consultant shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to

Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.

**F. Staff and Volunteers.**

Consultant shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

**G. Acknowledgement.**

Consultant shall acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

**Section 3. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement;
- B. Provide Consultant with written notification of gift card incentive amount by cohort age group and data collection period.
- C. Ensure a Children's Services Program Manager provides the Consultant with a list of Youth eligible to receive an incentive for participation in the NYTD survey.
- D. Monitor Consultants performance to assure compliance with the terms, conditions and specifications of the agreement.

**Section 4. COMPENSATION.**

- A. In accordance with the budget (the ILP Budget) as prescribed in **Attachment A** of this agreement, attached hereto and incorporated by this reference, County shall pay to Consultant a maximum of \$149,947 for County Fiscal Year 2017-18; a maximum of \$149,947 for County Fiscal Year 2018-19; and a maximum of \$149,947 for County Fiscal Year 2019-20 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (OMB) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed a maximum of \$449,841 for the term of the agreement.
- B. Consultant shall be reimbursed the cost of the gift cards plus a 10 percent gift card administrative fee per gift card, as the gift cards are distributed.



- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

**Section 5. BILLING AND PAYMENT.**

- A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, an invoice provided by County (INVOICE/EXPENDITURE REPORT), **Attachment B** attached and incorporated herein, a statement of services rendered and costs incurred, accompanied by original receipts. The gift card administrative fee shall be 10% of gift card face value for the provision and distribution of incentives to approved Youth participation in the NYTD survey. Notwithstanding the foregoing, Consultant shall submit for the final month of this agreement or portion thereof that this agreement was in effect, by the 15th day of the following month, in accordance with the Budget, a statement of services rendered (and costs incurred, accompanied by original receipts. County shall pay Consultant within 30 days of receipt of Consultant's correct and approved statement or invoice for services rendered and costs incurred. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- B. For the purposes of compensation in accordance with the Budget, the following shall apply:

**(1) Direct Costs.**

- (a) Wages and Benefits related to the program or services provided pursuant to this agreement shall be directly charged by itemizing name, title of staff, rate of pay per time period, number of time periods, and total for the month.
- (b) Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this agreement shall be directly charged at actual cost.

**(2) Indirect Costs.**

Indirect costs related to the program or services provided pursuant to this agreement that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this agreement, shall be billed in accordance with OMB Circulars No. A-21, A-87, and A-122, as applicable, or pursuant to applicable provisions of the Code of Federal Regulations.

**(3) Capital Assets.**

For the purposes of this agreement, a "Capital Asset" is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with agreement funds require the prior written approval of County. In addition, all Capital Assets, capital

expenditures, and all other property and services purchased with agreement funds, shall be procured specifically for this agreement and shall benefit the Independent Living Program exclusively. Consultant shall maintain, and submit to County every three months during the term of this agreement and upon termination, expiration, or cancellation of this agreement, a detailed list of Capital Assets purchased with agreement funds. All Capital Assets purchased with agreement funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this agreement, demand the return of any Capital Asset purchased with agreement funds. County shall, within 60 days of the termination, expiration, or cancellation of this agreement, exercise its option to demand return of any Capital Asset purchased with agreement funds. Consultant shall, at Consultant's sole expense, within 10 days of County's demand, return all Capital Assets demanded by County.

**(4) Computers and Computer Related Equipment.**

Pursuant to Federal and State Regulations, the State of California Health and Human Services Data Center (HHSDC) must pre-approve any computer(s) or computer-related equipment (including software) purchases. Consultant shall submit a written request to County before purchasing any computer(s) or computer-related equipment (including software) with agreement funds. County shall seek approval from the HHSDC and notify Consultant of the results in a timely manner. Consultant shall maintain, and submit to County every three months during the term of this agreement and upon termination, expiration, or cancellation of this agreement, a detailed list of any computer(s) or computer-related equipment (including software) purchased with agreement funds. Any computer(s) or computer-related equipment (including software) purchased with agreement funds are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this agreement, demand the return of any computer(s) or computer-related equipment (including software), purchased with agreement funds. County shall, within 60 days of the termination, expiration, or cancellation of this agreement, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with agreement funds. Consultant shall, at Consultant's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- C. Compensation under this agreement shall be reduced by Applicable Consultant Revenues. The term "Applicable Consultant Revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as, but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable Consultant Revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.

- D. County will not compensate Consultant for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Consultant. Consultant may make line item shifts within a Budget Category without County approval as long as the adjustment, in aggregate, does not exceed 10 percent of the Budget Category total and does not cause an increase to the maximum amount payable under this agreement. The HHSA Director, or HHSA Branch Director, must provide prior written approval by way of an amendment to this agreement pursuant to Section 8.B. for budget adjustments which are (1) in excess of 10 percent of the total Budget Category and do not cause an increase to the maximum amount payable under this agreement, or (2) across existing Budget Categories.
- E. Should County, or the state or federal government, disallow any cost claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence as of July 1, 2017 and shall end June 30, 2020, except as to the final Quarterly Report, as required by Section 2.A.(21) of this agreement, and the final invoice as required by Section 5.A. of this agreement which both shall be due by the 15th day of the final month or portion thereof that this agreement was in effect. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 7. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30-days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County or Consultant may terminate this agreement immediately upon oral notice should County or Consultant not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of

County or Consultant, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or Consultant's control.

- E. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer, by the County's HHSA Director or any Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/ EXHIBITS/ APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement, as well as budget amendments which are (1) in excess of 10 percent of the total Budget Category, or (2) across existing Budget Categories and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the County's Director of Health and Human Services Agency (HHSA), HHSA Branch Director, or HHSA Deputy Branch Director provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's attachments, exhibits or appendices, the provisions of this agreement shall govern.

**Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior

written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 10. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 11. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

## **Section 12. INSURANCE COVERAGE.**

- A.** Without limiting Consultant's duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the County.
- B.** Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C.** Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D.** With regard to all insurance coverage required by this agreement:

  - (1)** Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2)** If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing operations, and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought.”

(5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.

(8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefits of the County.

**Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A.** If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B.** Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C.** Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- D.** Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E.** Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:

  - (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - (2) Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F.** Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A.** Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B.** Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital



status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Consultant shall comply with the conditions of **Attachment C** (ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS), attached and incorporated herein.

- C. Consultant represents that Consultant is in compliance with, and agrees that Consultant shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Government Code, §12900, *et seq.*), and the regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 17. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 18. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 19. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers, employees, and agents shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 20. NOTICES.**

- A. Except as provided in Section 7.C and 7.D of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:	Director of Business and Support Services Attn: Contracts Unit P.O. Box 496005 Redding, CA 96049-6005 Phone: (530) 245-6860 Fax: (530) 225-5555
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If to Consultant:	Director Northern California Youth and Family Programs
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2577 California Park Drive  
Chico, CA 95925  
Phone: (530) 893-1614  
Fax: (530) 893-5026

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A and shall be deemed to be effective immediately.

**Section 21. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234 *et seq.*

**Section 23. PROPERTY TAXES.**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 24. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 25. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a Consultant for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 28. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**/SIGNATURE PAGE FOLLOWS/**

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

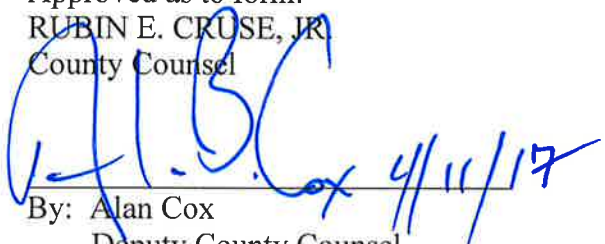
Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

\_\_\_\_\_  
By: Deputy

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

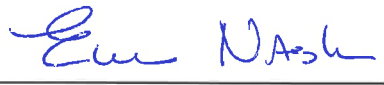
 4/11/17  
By: Alan Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

 04/11/17  
By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 4/11/17

  
\_\_\_\_\_  
Eve Nash, Director  
Northern California Youth and Family  
Programs

\_\_\_\_\_  
On file  
Federal Tax Identification Number

# NORTHERN CALIFORNIA YOUTH & FAMILY PROGRAMS ILP BUDGET

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

Northern California Youth & Family Programs  
2577 California Park Drive  
Chico, CA 95925

## Multi-Year Service Budgets

Budget Category	Budget Period 07/17 – 06/18	Budget Period 07/18 – 06/19	Budget Period 07/19 – 06/20	Total Budgeted Costs
<b>Personnel/Position</b>	<b>FTE</b>			
Program Manager	1.0	35,720	35,720	107,160
Caseworkers	1.5	45,000	45,000	135,000
Fringe Benefits		19,050	19,050	57,150
<b>Total Salaries and Benefits</b>		99,770	99,770	299,310
<b>Operating Expenses</b>				
Office Expenses/Supplies	600	600	600	1,800
Equipment				0
Rents/Leases	6,396	6,396	6,396	19,188
Utilities/Communications	1,932	1,932	1,932	5,796
Travel	7,080	7,080	7,080	21,240
Software				0
In Care	10,800	10,800	10,800	32,400
After Care	300	300	300	900
CSEC Activities	5000	5000	5000	15000
(OTHER - Please Specify)				0
<b>Total Operating Expenses</b>	32,108	32,108	32,108	96,324
<b>Other Expenses</b>				
Fixed Assets				0
Emancipated Youth Stipends	6,997	6,997	6,997	20,991
NYTD Incentives	3,000	3,000	3,000	9,000
<b>Total Other Expenses</b>	9,997	9,997	9,997	29,991
<b>Total Expenses</b>	141,875	141,875	141,875	425,625
<b>Administrative Cost</b>	8,072	8,072	8,072	24,216
(Not to exceed 10% of salaries)				
<b>Totals</b>	<b>\$149,947</b>	<b>\$149,947</b>	<b>\$149,947</b>	<b>\$449,841</b>

FOR COUNTY USE ONLY:

Cost Center \_\_\_\_\_  
Account Code \_\_\_\_\_  
Project Code \_\_\_\_\_  
Activity Code \_\_\_\_\_

# NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS

## INVOICE / EXPENDITURE REPORT

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

Northern California Youth & Family Programs  
2577 California Park Drive  
Chico, CA 95925

Check for final Invoice / Report ☐

Date of Report

Term of Contract:

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
<b>Personnel/Position</b>					
	0.00			0.00	0.00
	0.00			0.00	0.00
	0.00			0.00	0.00
	0.00			0.00	0.00
	0.00			0.00	0.00
Fringe Benefits	0.00			0.00	0.00
<b>Total Salary and Benefits</b>	0.00	0.00	0.00	0.00	0.00
<b>Operating Expenses</b>					
Office Expenses/Supplies	0.00		0.00	0.00	0.00
Equipment	0.00		0.00	0.00	0.00
Rents/Leases	0.00		0.00	0.00	0.00
Utilities/Communications	0.00		0.00	0.00	0.00
Travel	0.00		0.00	0.00	0.00
(OTHER - Please Specify)	0.00		0.00	0.00	0.00
(OTHER - Please Specify)	0.00		0.00	0.00	0.00
(OTHER - Please Specify)	0.00		0.00	0.00	0.00
<b>Total Operating Expenses</b>	0.00	0.00	0.00	0.00	0.00
<b>Other Expenses</b>					
Fixed Assets	0.00				
(OTHER - Please Specify)	0.00				
(OTHER - Please Specify)	0.00				
<b>Total Other Expenses</b>	0.00	0.00	0.00	0.00	0.00
<b>Total Expenses</b>	0.00	0.00	0.00	0.00	0.00
<b>Administrative Cost</b>	0.00			0.00	0.00
<i>(Not to exceed 10% of Salaries)</i>					
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Invoice Total

\$0.00

Prepared by: (type name here)

Date

Telephone #

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/condition, laws, and regulations governing its payment

Authorized Fiscal Signature

Date

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code



## ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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### **Agreement to provide an Independent Living Program.**

#### Northern California Youth and Family Programs

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONSULTANT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement to which this Assurance of Compliance is attached.