

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Independent Living Program Services
CONTRACT NO. **HHS000462**
BEGINS: July 1, 2022
ENDS: June 30, 2024
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of July, 2022, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PLACER COUNTY OFFICE OF EDUCATION**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY receives funding to provide Independent Living Program (ILP) Services for foster care adolescents and emancipated youth, and

WHEREAS, COUNTY issued a Request for Proposals (RFP) in 2019 to select a contractor to operate the Independent Living Program for Placer County and awarded a contract for services through the Placer County Board of Supervisors to CONTRACTOR on March 24, 2020 in response to the CONTRACTOR'S submitted proposal, which COUNTY now desires to renew, and

WHEREAS, CONTRACTOR is an experienced and qualified provider of high quality services to COUNTY'S foster care adolescents and emancipated youth through this program, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with ILP services for foster care adolescents and emancipated youth, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **NINE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$964,558)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

5. **INVOICES:**

5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with Exhibit B. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHS Payables@placer.ca.gov

5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY's discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR's use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR's personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.

8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.
10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
- 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2024. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
12. **CONTINGENCY OF FUNDING:**
- 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.
- 12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect

the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

- 16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 16.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors of the COUNTY, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.
19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
20. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Miranda Long, Health and Human Services Program Manager
Placer County Children's System of Care
1000 Sunset Blvd., Ste. 140
Rocklin, CA 95765
530.784.6429

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603
HHSCONTRACTS@PLACER.CA.GOV

If to CONTRACTOR: Placer County Office of Education (PCOE)
Attn: Michael Lombardo, Executive Director
360 Nevada Street
Auburn, CA 95603

Changes in contact person or address information shall be made by notice, in writing, to the other party.

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as

an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

PLACER COUNTY OFFICE OF EDUCATION
("CONTRACTOR")

Gayle Garbolino-Mojica,
County Superintendent of Schools

Date: _____

COUNTY OF PLACER ("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit
- Exhibit E – Federally Funded Contracts
- Exhibit F – Certification Regarding Lobbying
- Exhibit G – County Facility or Equipment to be used by Contractor
- Exhibit H – Information Security Requirements
- Exhibit I – Assurance of Compliance Agreement

SCOPE OF SERVICES

CONTRACTOR shall operate an Independent Living Program (ILP) in accordance with the requirements of Placer County Children’s System of Care Request for Proposals and the CONTRACTOR’S response thereto.

The ILP provides training, services, and programs to facilitate the transition of foster care children and young adults, ages 15 to 21, to emancipated lifestyles enabling the youth and young adults to achieve self-sufficiency prior to and after leaving the foster care system. California Department of Social Services, Manual of Policies and Procedures, Division 31 regulations outline the requirements for foster and probation youth in out of home care to receive ILP services from 16 years of age until their 21st birthday. Best outcomes are achieved when these services are offered to youth before they turn 16. CONTRACTOR shall perform services in accordance with the ILP roles and responsibilities delineated in these regulations.

CONTRACTOR shall provide individualized Case Management, Life Skills Workshops, Core Services and Supportive Activities in order to provide necessary services to the ILP eligible in-care foster/probation and emancipated young adults of COUNTY. In doing so, CONTRACTOR shall collaborate with COUNTY-level social workers and probation officers in order to educate them about the program to ensure youth have access accordingly, share information about current trends and needs of the youth, and be in continual communication with the case-carrying worker regarding the youth’s Transitional Independent Living Plan (TILP), to better ensure that the identified goals are being pursued, achieved, and updated accordingly. CONTRACTOR shall utilize community resources for information and referral purposes in order to connect youth with needed resources and also refer COUNTY youth who are residing outside of Placer County lines to be served accordingly.

The PCOE Independent Living Program (ILP) mission is to promote self-sufficiency among transition-aged youth related to personal development and resiliency, employment readiness, job placement assistance, financial independence, education, housing, and health care. It is a core value of PCOE to respect the background, experience, cultural background, and needs of the youth served. Knowing youth are not always ready for various levels of services or more providers in their lives, the ILP will “meet youth where they are at”; apply (and reapply) multiple engagement strategies; and, support them to achieve their goals. This approach is most effective when adults are consistent, trustworthy, communicative, and accessible. Youth participating in ILP will benefit from the expertise of PCOE Prevention Supports and Services division and its partnerships. This division has expertise in resource development, behavioral analysis, healthy relationships, special education, foster youth services, employment/career services, learning, and academic success. PCOE’s diverse staff will be consulted around and woven into the development of the ILP.

ILP will be developed according to the guidelines outlined in *Strengthening Life Skills for Youth: A Practical Guide to Quality Programming*. This guide, published by the Global Partnership for

Youth Employment (GPYE), identifies nine standards of excellence in four distinct areas for life skills programs (GPYE, 2014), which will be referenced throughout this narrative as GPYE Standard 1, etc. The ILP team will use this document to guide all aspects of programming, especially Life Skills Workshops.

Area I: Selecting a life skills program curriculum and engaging relevant stakeholders

1. Core life skills competencies are included, and key stakeholders' needs are addressed during the curriculum design process.
2. The curriculum is adapted and piloted to ensure it is appropriate for the identified audience.

Area II: Selecting and training life skills facilitators

3. Clearly defined criteria are consistently used throughout the trainer selection process.
4. A robust Training of Trainers is offered to prepare and develop dynamic facilitators.
5. A mentoring system is created to support life skills trainers' continuing development.

Area III: Creating an environment conducive to life skills learning

6. Interactive, participatory, and practical teaching methodologies and tools are used.
7. Adequate time is allowed for each life skills lesson within a well-paced schedule.
8. An effective and comfortable learning environment is created for all participants.

Area IV: Monitoring and evaluating a life skills program

9. Life skills training is adequately monitored and evaluated to improve program outcomes.

All services and activities will be delivered with a trauma-informed approach that recognizes the effect of historical and current trauma experiences on thinking, learning, and behavior. While many children are vulnerable to adverse childhood experiences, youth in foster care disproportionately face experiences of complex trauma and high levels of toxic stress. The trauma experienced by foster youth includes the abuse, neglect, or abandonment that brought them into the child welfare system in the first place, and is further compounded by the trauma of being removed from their families and repeated home and/or school placement changes while in the system. This increased incidence of trauma among foster youth has developmental repercussions that impact foster youth in school, placement, and the community (Foster Youth Education Toolkit, 2016). The services, classes, activities, and programming described in the service plan will be implemented with a strong focus on trauma-informed care. Staff engaged in delivering services will be trained in and learn how to apply trauma-informed principles for promoting school and community success. These principles, developed by the University of California at San Francisco HEARTS program, are:

- Understanding Trauma and Stress
- Cultural Humility and Responsiveness
- Safety and Predictability
- Compassion and Dependability
- Empowerment and Collaboration
- Resilience and Social Emotional Learning

The ILP team will design services for youth with mental health, developmental, and/or behavioral needs at top of mind. Foster youth are twice as likely as their permanently housed peers to qualify for special education services; are twice as likely as war veterans to suffer from post-traumatic stress disorder or other mental health conditions that cause anxiety, irrationality, irritability, and aggression; and are disproportionately likely to experience school discipline or become involved with law enforcement (Foster Youth Education Toolkit, 2016). Utilizing the strategies discussed below, the ILP team will create positive, safe, appropriate, and consistent relationships with youth, as well as delivering group services within a safe, predictable, and positive environment. In addition, the team will reference the Ladders of Youth Participation, with the goal of achieving youth-initiated partnerships or youth-initiated leadership across ILP.

1. Client Referrals

- 1.1.** Social workers and probation officers will identify youth who qualify for ILP services and generate a referral.
- 1.2.** Social workers and probation officers email referral to CONTRACTOR staff.

2. Program Components

2.1. Life Skills Workshops

One venue through which to achieve the ILP mission will be monthly, age-specific Life-Skills training workshops. PCOE will ensure that Independent Life Skills Workshops are informative, entertaining, and interesting to youth by including them in the activity development and utilizing interactive games/assessment of skills.

CONTRACTOR shall offer three (3) workshops each month, organized by age: 14-15-years old; 16-18-years old still in high school; 18 and older out of high school. Workshops will be delivered in a course format, with six to 10 classes per course. Additionally, workshops will be offered in three locations throughout the county: downtown Roseville, the Child Advocates offices in Rocklin, and PCOE offices in Auburn. The location will rotate after the completion of each course.

Workshops will be held from 6:00-7:30 pm, with dinner and snacks provided. Workshop times may need to be adjusted to accommodate youth who participate in extracurricular activities or employment. The workshop space will be open an hour before the start time to accommodate youth meetings with support providers, for homework completion, or other needs.

Transportation to and from the workshops will be provided by the youth's CASA or Mentor, as needed. Youth CASAs or Mentors will participate in a corresponding workshop at the same time

as the youth, either in a neighboring space or in the class with the youth. This is a key component of this program, and discussed in more detail in Core Services, below.

Workshop Curricula and Topics

The primary driver for identifying topics and skills will be the individual youths' Transitional Independent Living Plan (TILP) and self-identified areas of interest and need. Prior to launching the first course, PCOE will convene a Curriculum Committee of stakeholders, including current and former foster youth, resource parents, social workers, probation officers, school counselors, cultural brokers, college advisors, and employment counselors (GPYE Standard 1). This committee will advise the ILP staff on the development and implementation of the Life Skills courses and curriculum. The initial curriculum reviewed will be based on the Casey Life Skills Assessment. The Casey Life Skills Resource Guide has sample lesson plans, activities, and strategies for conducting workshops in the following areas: Daily Living Skills, Self-Care Skills, Relationship and Communication Skills, Housing and Money Management, Work and Study Skills, and Career and Education Planning.

Additional curricular elements will be included to augment the Casey Life Skills curriculum including developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors. For youth aged 18 and over and out of high school, ILP will include curricular elements developed by the Young Adult Resource Network, a program of Bridgewater State University in Boston, MA. This curriculum will also include enhanced content related to Supportive Independent Placement readiness for non-minor dependents who are preparing to transition to independent housing, such as a dorm, apartment, or rented room. This workshop will be stand alone and offered quarterly, should eligible youth not choose to participate in the full course, and would be co-facilitated by the SILP housing provider. Youth who qualify for this workshop will be identified through their social worker or probation officer. ILP staff will reach out directly to these youth through phone, email, and text. Similarly, the ILP team will work with social workers/probation officers to identify foster youth at risk of homelessness for the Foster Youth to Independence HUD initiative. While participation in ILP courses is not mandatory for these youth to receive HUD vouchers, the ILP team will strongly encourage their attendance in relevant classes.

All curricula will be reviewed and adapted to ensure the workshops will cover these core themes and include the following topics:

- **Personal Development:** Healthy relationships, sexual health and identity, positive decision-making, social media safety, CSEC red flags, and adolescent brain development.
- **Daily Living Skills:** Transportation, hygiene, nutrition and meal preparation, and household management.
- **Housing:** Securing and maintaining permanent housing, renter's laws, housing assistance programs

- Career Development and Employment: Time management, vocational development, resume building, and interviewing. Note these areas will be enhanced through PCOE's existing Transition Partnership Program.
- Financial Literacy: Banking, credit, and saving.
- Education and Post-secondary: Academic supports, graduation exemptions, and FAFSA completion.
- Health Services and Promotion: Accessing medical and dental care, pregnancy prevention/care, and accessing social services. Note sexual health education will also be addressed to ensure compliance with SB 89, the California Foster Youth Sexual Health Education Act.
- Cultural Appreciation and Humility: Connection to communities and cultures of origin, implicit bias, micro-aggressions, socio-cultural historical trauma.

Workshop/course feedback will be collected and brought back to the Curriculum Committee for review. Course adaptations will be implemented as needed (GPYE Standard 2).

Workshop Facilitators

Life Skills workshops will be primarily facilitated by the ILP Program Manager and Student Support Practitioners. These staff will be hired/promoted based on experience working with and connecting to transition-aged foster youth (GPYE Standard 3). Workshops will also feature guest presenters, including three former foster youth and mental health professionals who are employed at PCOE. Additionally, the ILP will partner with local community-based organizations, health service providers, employers, post-secondary institutions, and cultural organizations to augment workshop content. CONTRACTOR will include and invite as many instructors as possible that have lived system experience, are people of color, are people who are members of marginalized groups, and are close in age to the participants.

Training and coaching will be provided to the ILP Program Manager and Student Support Practitioners to ensure they are prepared to offer dynamic and engaging workshops (GPYE Standard 4). The ILP team will attend the PCOE Positive Behavior Interventions and Supports (PBIS) training sequence to learn strategies to create a positive, safe, respectful, and consistent workshop environment. Their learning will include a strong emphasis on the PBIS content dedicated to classroom management, establishing behavior expectations, in-class acknowledgement systems, responding to challenging behavior, cultural responsiveness, and student engagement. There is strong research and evidence showing effective use of PBIS increases youth engagement, trauma responsive environments, safe spaces for learning, and improved educational outcomes (Grasley-Boy, 2019). Coaching will be provided by PBIS Regional Trainers, three of whom are former classroom teachers and/or school behaviorists, to provide ongoing support to facilitators (GPYE Standards 5, 6, 7 and 8). Courses will be observed and coached by PBIS Trainers and the Program Coordinator.

Workshop Monitoring and Data Collection

Access to information is a critical element for youth, as well as those supporting youth. PCOE will utilize the Canvas Learning Management System. Canvas is a cloud-based learning

management platform that is very easy to use and access by both facilitators and students. Most post-secondary institutions, including all Community Colleges, use Canvas for course content, including syllabi, homework assignments, progress monitoring, and teacher-student communication. Data will also be entered into CWS/CMS and Foster Focus, as appropriate.

Each ILP participant will have a Canvas account linked to their current ILP course and ILP Student Support Practitioner. High school-aged youth who transition from ILP to post-secondary institutions will maintain their Canvas account to college or career pathways; youth who already have Canvas accounts will have their accounts linked to the ILP course. Youth accounts can also be linked to any adult in their support system, including resource parents, social workers, probation officers, and CASA/mentors. In addition, each youth's TILP and Casey Life Skills Assessment will be uploaded into Canvas, for ease of access, updating, and progress monitoring. This process will be repeated in CWS/CMS and Foster Focus. All course content will be uploaded into Canvas, with accompanying learning goals. Canvas will allow for timely assessment of each youth's independent living plan outcomes (GPYE Standard 9). This data will be included in PCOE's reporting to the county on ILP outcomes. In addition, at the close of each course, participants will be surveyed to evaluate the quality of the curriculum (GPYE Standard 9).

2.2. Core Services to Be Provided:

Services provided by the CONTRACTOR will be based on a public health framework and deployed using a Multi-tier System of Support (MTSS), which includes three overlapping levels of intensity: Universal, Indicated, and Intensive. Using a MTSS framework will ensure identified youth have access to a wide range of services. Within a MTSS framework, tiers (or levels of support) represent specific services that are matched to a youths' identified needs. It should be noted that youth would often be receiving supports at varying levels of intensity and that no youth would ever be considered a "Targeted" or "Intensive" level student. The label is used to denote service intensity, not a student category. This distinction is important because young people's needs change across time and vary across domains. For example, all youth will receive case management, a Tier III (Intensive) service, but only some will participate in a Tier II (Indicated) ILP course. It should be noted that all services, especially related to the Transitional Independent Living Plan (TILP), will be conducted in partnership with the youth's social worker or probation officer. The ILP team will be in regular communication with these critical case leads, through in-person and email updates, quarterly reports, Child/Family Team meetings, and for case consultation.

Across all tiers, youth with mental health, developmental, and behavioral needs will be supported by the ILP team by collaborating effectively with the youth's support network and approaching services with a trauma-informed lens. A key member of the support team would include mental health providers, either through the community, county or their school. Moreover, staff will approach all youth work with a lens of trauma-informed care, continually striving to provide environments that are safe, positive, predictable, consistent, and equitable. Youth with developmental needs will also be engaged with the support of community and school providers,

such as special education teachers, psychologists, and/or mental health therapists. For both youth with mental health and developmental needs that are unmet, the ILP team will use their relationships and knowledge of schools, post-secondary programs, and employment programs to ensure youth are connected to these supports. Additional consultation and guidance may be obtained through the public health nurses, PCOE mental health staff, PCOE and KidsFirst CSEC staff, and/or culturally matched providers.

Particularly for youth with aggressive behaviors, the ILP team will use evidence based behavioral non-punitive strategies (e.g. preventative measures, understanding behavior motivation, specific and contingent error correction, relationship building strategies), Applied Behavioral Analysis and Motivational Interviewing, and de-escalation techniques when responding to problem behavior. The ILP staff will align with the youth's support team to ensure they are receiving appropriate mental health and behavior management services, and partner with providers to apply recommended strategies during ILP courses, workshops, and individual meetings. A key component to engaging these youth will be to apply reinforcement and reward systems, both tangible and intangible, to acknowledge prosocial behavior when it occurs. Youth will be given a Praise Preference and Rewards Survey to ensure acknowledgements are delivered in an acceptable way and result in meaningful rewards. The ILP team's access to PCOE behaviorists and special education experts will assist in ensuring full access to services for these youth.

2.2.1. At Tier I (Universal), services will include the following:

Outreach and Education

The ILP team will identify and reach out to eligible youth not currently participating in the ILP. These youth would be approached with the consent and participation of their assigned social worker/probation officer, CASA, or other trusted adult. PCOE will tailor strategies with the guidance of and collaboration with former foster youth to engage hard to reach youth. If youth continue to opt out, they will be contacted in person and by phone/text, quarterly, to remind them of their eligibility and the benefits of their participation. The ILP team will also send them all flyers regarding events, classes, trainings, and age-appropriate activities in which they can participate. They can contact the ILP team at any time during the course of their eligibility to initiate ILP services. ILP staff will run a report of out-of-county youth residing in Placer County and reach out to their assigned county contact to discuss the TILP and eligible services.

PCOE will also provide bi-annual presentations to social workers, probation offices, community partners, Sierra Community College staff, Resource Family Alliance Collaborative, and school district staff regarding the requirements and opportunities of the Independent Living Program. Presentations will be arranged by stakeholder group, and in partnership with the lead agency. PCOE will leverage community and county connections to secure presentations to all identified stakeholder groups within agencies, including but not limited to high school counselors, community college counselors, resource parents, school district FHYDLs, STRTP staff, YES Program staff, and Family Advocates. The ILP Program Manager will also participate in regular CSOC and partner agency meetings, including the monthly Ongoing Team Meetings at both

Sunset and Enterprise, Juvenile Probation team meetings, Community Partners meeting, RFA Collaborative, and the monthly Probation Resource Fairs.

Universal Workshops and Events

These workshops and events are stand alone, and not included in the full course described above. The ILP will host these workshops quarterly. Youth would be able to participate in these events without the full commitment to the courses offered at Tier II. These events include Independent City, a multi-agency/partner event to be hosted in conjunction with Nevada and El Dorado Counties. This event will be held in the late spring/early summer. Partners from across three counties will be leveraged to host booths featuring themes of independent living, such as banking, renting/housing, job preparation, establishing credit, parenting, childcare, utilities, transportation/car purchase, post-secondary education, and healthcare. Additional focus will include aspects of healthy living, such as nutrition, physical activity, mindfulness/meditation, mental health care, and healthy relationships.

Another universal activity will be quarterly SILP classes for non-minor dependents preparing for independent housing options, such as dorms, apartments, or room rentals not affiliated with a supportive housing organization; and topic-specific mini-conferences.

The ILP will also explore hosting a multi-day event, Money Management Camp. This event, hosted over the summer or weekend, will be facilitated by financial literacy experts from a local bank or credit union with the purpose of teaching youth the value of saving money, budgeting, establishing good credit, and making wise financial decisions. Youth would also receive a savings account with an initial deposit after participation in the event.

Youth Engagement and Self-Advocacy

County-wide youth engagement efforts will be reinvigorated. This group will serve as the local youth advisory board to the FHYS CP and SMART Policy; attend the state Foster Youth Education Conference and California Youth Connection Advocacy Days; and advise PCOE ILP staff and practices.

Open Office Hours and ILP Pantry

At least twice a week, the ILP team will host open office hours at the offices in Rocklin. The office would be open for youth to drop-in, connect with ILP staff, and receive any needed support or services. As part of this arrangement, the ILP team will solicit donations from local philanthropy and businesses to stock supplies for independent living, including non-perishable groceries; cleaning supplies; personal hygiene items, etc. in the ILP pantry.

2.2.2. At Tier II (indicated), services will include the following:

Workshops/Courses

PCOE will offer ILP courses (refer to 1. *Life Skills Workshop* section above). Courses will be offered on a concurrent and rotational basis and on a predictable schedule, so that youth can join a course mid-way through, and not have to wait several weeks until the next course begins.

Monthly Enrichment Activities

PCOE will offer monthly community experiences, field trips, and celebratory events. These activities will include field trips to local colleges, vocational programs, and recreation activities; a graduation celebration; an alternative prom/dance; and Back to School picnic and events. Examples include a field trip for all 16-year-old youth to Sierra College, or to a trade school for a small group of youth. These events are primarily fun, prosocial events to help youth feel more connected.

Group Mental Health Services

PCOE will offer mental health group services for youth with emerging mental health needs. A partnership with CSOC or a community behavioral health agency to offer an evidence-based trauma group, such as Trauma Focused Cognitive Behavioral Therapy, will offer youth an opportunity to address mental health needs among a group of peers with similar backgrounds and experiences. Groups have been found to have high efficacy in treating mental health symptoms among adolescents (Paturel, 2012).

Youth Development Institute

On an annual basis, the ILP team and groups of youth will attend the Youth Development Institute facilitated by the YES program.

2.2.3. At Tier III (intensive) services will include:

Individual Case Management

The ILP Student Support Practitioners (SSPs) will provide case management services to youth. Services will be designed in alignment with best practices demonstrating statistically significant, positive outcomes (Rapp & Goscha, 2004). These services will include at minimum, a monthly one-on-one meeting. Whenever possible, case management services will be provided in the community and in the youth's natural environment. SSPs will partner with other adults in the youth's support network (social worker/probation officer, CASA/Mentor, YES Worker/TPP Worker, Minor's Attorney, and natural supports) to reduce the duplication of services. SSPs will consistently participate in CFTs; Wraparound; school meetings, including Individual Education Plan teams or Student Study Teams; and other individualized teams. This will be achieved by regular and consistent communication with the youth's social worker and/or probation officer. Regular and seamless communication with social workers and probation officers will be a focus of the ILP team. Moreover, the ILP team will work to support the youth in building natural community connections (e.g., landlords, employers, ministers, neighbors, teachers, community centers, and coaches). Above all consistent communication with the youth and their support network is essential to helping them achieve their independent living goals.

Case management services will be initiated through the intake and assessment process. Social workers and/or probation officers will generate an ILP referral. The referral will be accessible on paper and in electronic format and made available in all CSOC offices. ILP staff will process referrals the same week they receive it, by notifying the social worker/probation officer that the

referral was received and to schedule an intake appointment. The ILP team will work closely with the youth and their support team to ensure the intake process is quick, concise, and trauma informed. A key component of the intake will be the administration of the Ansell-Casey Life Skills Assessment (ACLSA). ACLSA is a free evaluative tool used to measure a youth's independent living skills and may be administered to the youth and/or their caregivers. The Casey website notes: "The ACLSA was designed to be as free as possible from gender, ethnic, and cultural biases. It is appropriate for all youths regardless of living circumstances, whether with one parent, in foster care, in group homes or in other places." (Ansell-Casey, 2017). ILP staff will administer this assessment to all ILP-eligible youth per the cited reporting requirements. The results of the Casey, as well as the information gleaned during the intake process will inform the development of the Transitional Independent Living Plan (TILP). The ILP Student Support Practitioners will partner with the youth, their social worker or probation officer, and other youth-identified supportive adults to develop their TILP.

This process will be tailored to the individual circumstance of the ILP-eligible youth depending on their County of origin and age. For youth aged 16 and older, the TILP will be developed within 30 days of the in-person investigation or initial removal, or by the date of the disposition hearing, whichever comes first. For youth aged 14-15, the TILP will be introduced as a guiding document, but not required until the youth reaches age 15 ½. For youth whose County of origin is Placer County and is placed or residing in Placer County, the ILP team will set up an intake appointment with the youth, social worker/probation officer, and any other involved agencies or family team members. If the youth is residing outside Placer County, the ILP staff will coordinate with the youth's social worker/probation officer, the ILP Coordinator serving the youth's county of residence, and local supports to complete the TILP via web call or in-person, whichever is reasonable. The original signed TILP will be given to the youth, and signed copies will be distributed to all in attendance and uploaded into CWS/CMS, Canvas, and Foster Focus. TILPs will be reviewed and updated every six months.

A youth whose County of origin is other than Placer, but who resides in Placer County, will require communication and coordination with the youth's origin county ILP Coordinator and placement agency personnel to receive Placer ILP services.

Each youth will guide the process to reach their transition objectives, including the essential elements of service, character development, and other aspects of resilience and student assets. Case management activities will focus on achieving the goals of the TILP, as well as facilitating other services and supports that will help the youth be ready to accomplish the TILP goals. These activities will include practice and coaching around accessing community resources, navigating systems for health, vocational, and social services, and social-emotional skill building (see 5. *Information and Referral to Community Resources* below for more detailed description of these services).

Individual case management will also focus on intensive services for youth at risk of losing their home or school placement. Interruptions in the home placement or school environment are substantial barriers to achieving independence. Students in foster care experience much higher

rates of school instability than other students. One third attend two or more schools during a single school year compared to seven percent of students statewide (Foster Youth Education Toolkit, 2016). To this end, the ILP team and CASAs will partner to provide a variety of intensive services. These include participation on the youth's Wraparound team; attending CFTs or school-based meetings regarding placement and accepting any assignments for additional support deemed appropriate at those teams; teaching and modeling coping strategies, including mindfulness, bedtime routines, adequate physical activity, and conflict resolution skills; and more frequent home visits to identify and practice coping strategies.

CASA/Mentor Services (Child Advocates of Placer County)

In coordination with CASA, every youth will be offered the opportunity to have a Court-Appointed Special Advocate (14-17 years) or a Mentor (18 and older), if they do not already have one working with them. Both the CASA and Mentor programs match at-risk youth in the community with well-trained, caring adult mentors in a one-to-one relationship. While the role of the CASA is familiar to those working with dependent youth, the mentor role may be new. The mentor's role is that of an adult ally, coach, and guide. After getting to know the youth, the mentor's primary focus is on assisting the youth in achieving his or her life goals in areas such as education, jobs and careers, positive family and friendship networks, health and well-being, and financial literacy. CASAs/Mentors assigned to youth will work closely with the PCOE ILP team to coordinate their efforts and maintain frequent communication.

CASAs and Mentors must complete 30 hours of combined in class and online homework training. Training topics include: How to be an advocate, cultural responsiveness, mental health needs of children and youth, understanding system-involved families, setting appropriate boundaries, adolescent substance abuse, supporting at risk families/children, effective communication with children and adults, mandated reporting, domestic violence, court report writing, and the dependency court process. Once volunteers are trained and matched with a youth, Child Advocates staff provide more specific information and training around their individual needs. CASA/Mentor visits with the youth are typically 1-3 hours weekly. The youth and their mentor can meet at school, at home or any other place the youth feels comfortable.

For CASAs and Mentors assigned to ILP youth, Child Advocates Program Managers will arrange additional and advanced training, including: Youth Mental Health First Aid, Applied Suicide Intervention Skills Training, human trafficking and CSEC red flags, understanding special education services, the Guardian Scholars Program, being an effective Educational Rights Holder, and working with adolescents and young adults. Child Advocates, together with PCOE ILP staff, will recruit volunteers specifically to work with ILP youth. Recruitment efforts will focus on people with lived system experience, communities of color, and young professionals.

CASAs/Mentors will also provide transportation to and from the ILP workshops, classes, and events. While youth are participating in an ILP in-office activity, CASAs/Mentors will either participate alongside or attend a related workshop in an adjacent space. The Child Advocates office will have spaces designated for CASAs/Mentors to meet one-on-one with youth.

Educational Services

Foster youth have the highest dropout rates and the lowest graduation rates. The single year dropout rate for students in foster care is eight percent compared with three percent of students statewide. Likewise, just 58 percent of students in foster care graduate from high school compared with 84 percent of students' statewide (Foster Youth Education toolkit, 2016). For students at risk of dropping out of high school, ILP Student Support Practitioners will employ *Check & Connect* services. *Check & Connect* is a dropout prevention strategy that relies on close monitoring of school performance, mentoring, case management, and other supports. The program has two main components: "Check" and "Connect." The Check component is designed to continually assess student engagement through close monitoring of student performance and progress indicators. The Connect component involves ILP and school staff giving individualized attention to students, in partnership with resource parents, STRTP staff, and social workers/probation officers (Check & Connect, 2018). Student Support Practitioners or designated school staff would serve as the youth's education "monitor", and regularly review their performance (in particular, whether students are having attendance, behavior, or academic problems) and intervene when problems are identified. The "monitor" also advocates for students, coordinates services, provides ongoing feedback and encouragement, and emphasizes the importance of staying in school.

Job Readiness Services

Youth will be offered the opportunity to participate in PCOE's Transition Partnership Program (TPP). TPP represents a collaboration between PCOE and the California Department of Rehabilitation (DOR). The program provides pre-employment preparation services to high school students who have a diagnosed 'barrier to employment'—i.e. Individualized Education Plan (IEP), 504 Plan, mental health diagnosis, etc.—and attend schools in Placer County. The staff working in this program are especially capable of engaging youth with mental health and/or developmental needs, or who have had other substantial behavioral barriers to employment. The goal of TPP is to produce students who are 'job ready' by the time they finish the program, usually 4-6 months.

TPP participants receive four primary student services: Job Exploration, Self-Advocacy, Workplace Readiness Training, and Work-Based Learning Experiences. Students interested in pursuing post-secondary goals receive information and resources in this area, as well. Motivated and committed students can participate in a paid work experience, with placements matching their interests. These placements can last up to 200 hours students earn the California minimum wage.

TPP staff typically meet with students bi-weekly, either at school or in a public setting. All students receive online portfolios, into which they and TPP staff upload employment documents, templates and resources. Students have access to these portfolios for life. These portfolios will be managed through Canvas, alongside with the youth's TILP and ILP course participation.

For foster youth who do not meet the disability requirement of TPP, the ILP team will connect them to PCOE's College and Career/Technical Education Program. Students will be linked with work-based learning programs including job shadows and short/long term internships. These programs expose youth to career opportunities in all aspects of industry, especially the trades. Youth will be eligible to obtain a Career Readiness Certification, a localized industry approved certification for youth. Youth will complete employability skill modules, portfolios, and interviews. The course work will be approved by local Business Chambers. Youth having this certificate will be guaranteed an interview by participating employers. Additionally, youth will have access to a Summer Paid Internship Program, designed to provide students a "working interview" in a specific field with the intention of offering students full time work upon graduation, if qualified. These students work beside a mentor during the internship and in preparation workshops and lessons prior to the internship.

Services for youth at risk of CSEC

Foster and other systems-involved youth have an increased risk for commercial sexual exploitation. The PCOE CSEC Prevention team will provide training to the ILP team on CSEC identification and engagement strategies. The teams will work closely to determine appropriate referrals to prevention/intervention activities and services to ensure that the needs of these youth are met. The CSEC Prevention team will provide human trafficking education to youth, caregivers, and CASA/Mentors, and will support the unique needs of this population by providing educational case management, small group services, and appropriate referrals to intervention-based agencies, including KidsFirst.

Crisis Intervention Services

The ILP Team will receive specialized training to be prepared in case a youth has a mental health emergency. Staff will attend Youth Mental Health First Aid and Applied Suicide Intervention Skills trainings. Staff will also have ready access to supervisor consultation should a mental health crisis emerge while they are with a youth.

2.3. Incentives

Youth, like adults, are motivated to achieve and connect with supports when they can earn incentives for their hard work and accomplishments. Incentives in the form of checks, gift cards, other services (e.g. salon services), and tangible items can be earned through their participation in ILP meetings, activities and classes.

Youth will have a variety of opportunities to earn incentives:

- Attendance and completion of activities at ILP classes/workshops/events
- Meeting with ILP team members and/or CASA/Mentor and completing individualized goals
- Participation in behavioral/mental health groups
- High school or college graduation, completion of GED, or a career preparation program
- Completing high school or college classes with a "B" average or better

- Meeting individualized goals from participant's TILP (e.g., "get off probation")
- Obtaining or sustaining employment
- Evidence of self-advocacy, goal setting, or determination (e.g., "research the different costs and requirements for purchasing auto insurance")

Incentive types will vary, depending on the age of the youth, their participation in the program, and their individual TILP. Modalities will include:

- Check (payable to ILP participant) or funds deposited into participant's savings account
- Gift card to establishments which can be used for independence, employment, or educational purposes
- High school experience of belonging: graduation cap & gown, yearbook, ticket to school dance, etc.
- College/career success: books, supplies, technology, work uniforms, etc.
- Items necessary to establishing or maintaining a household (e.g. first set of dishes, cleaning supplies, etc.)
- Transportation expenses: public transportation vouchers, payment of drivers' education classes, etc.

Additionally, all ILP workshops, classes, programs, and individual meetings will include incentives in the form of meals, access to the ILP pantry, and support with school, work, or other independent living tasks.

As mentioned in the Core Services section above, the ILP will host a Money Management Camp in partnership with a local bank or credit union. During these camps, ILP participants will be provided with financial literacy training, including credit, checking/savings accounts, lending, saving for a goal, etc. With the successful completion of Money Management Camp, ILP participants will have a savings account opened for them at the hosting bank or credit union. ILP incentive payments can be deposited into the youth's accounts or will be mailed to them directly (if age appropriate and as per California Welfare & Institution Code).

The ILP team will survey eligible youth regarding desired incentives, praise preference (e.g. public or private), and tangible and intangible rewards.

Emancipated Youth Stipend (EYS) funds will be spent on emancipated youth in accordance with CDSS All County Letter 00-84 outlining the allowable expenditures for EYS funds.

3. Culturally Sensitive and Appropriate Services

CONTRACTOR shall insure the inclusion of culturally sensitive and appropriate services are woven throughout the entire ILP service menu. Youth must see themselves represented in the adults who serve and care for them. PCOE will make every effort to hire bi-cultural and/or bi-lingual staff for the ILP positions. While the positions will be posted on EdJoin, current PCOE staff will outreach to the Latino Leadership Council, Sierra Native Alliance, Sacramento LGBTQ Center, and other local organizations to promote the openings and to identify staff who may also serve on the interview panels. Serving on the interview panel is important, not only because it allows the candidate to be vetted among those who can best gauge whether the person would be a strong partner, but also demonstrates the value PCOE places on these partnerships and

sets the tone and expectation that the hired individuals will connect with these organizations and communities. Positions will also be advertised through statewide advocacy organizations, such as the California School-Based Health Alliance and the California Youth Connection, both of which serve and connect to diverse audiences.

All ILP staff will receive training in implicit bias, micro-aggressions, and culturally responsive pedagogy. Through these trainings, as well as consultation and coaching from leaders in the community, staff will apply strategies to ensure all services are culturally responsive. For example, when referring to community-based organizations, ILP staff will work to ensure youth are connected to providers who demonstrate cultural humility and trauma-informed care. This is especially important with regards to mental health services. Providers who are culturally sensitive, better yet culturally matched, will go a long way toward establishing rapport, building trust, and providing effective intervention.

ILP courses, workshops, and activities will include content woven throughout that honors the diverse cultures of students in care. The Curriculum Committee (Refer to Life Skills Workshops) will include representatives of many stakeholder groups, but especially stakeholders representing communities of color, immigrants, and people with lived system experience. This committee will work to design lesson plans that appeal to youth in terms of language as well as social and cultural relevance, with examples, case studies, and success stories featuring people who look, sound and have similar backgrounds to the participants. Group and partner work will emphasize cross cultural communication and cooperation. Names, foods, locations, and occupations used in examples and activities will be drawn from the local cultures represented and that are easy for youth to relate to. Finally, diverse family structures and interpersonal relationships referred to in the course will include examples from the full range of sexual orientations and gender identities (GPYE, 2014).

The ILP team will facilitate connection to and inclusion of youth into local cultural organizations by facilitating field trips to the Chinese History Center, Maidu Museum and Historic Site, Sierra Native Alliance events, Dia de los Muertos celebrations; exposing youth to art, music, writing, and food from their identified culture; and facilitating active connections to and relationships with community cultural brokers.

4. Information and Referral to Community Resources

Based on the Casey Life Skills Assessment results, as well as the youth's feedback and input, the CONTRACTOR will connect the youth to needed information, as well as make referrals to the appropriate community based and county services to help foster independence and achieve self-sufficiency. ILP Staff and/or CASAs will accompany youth to referral appointments and act as a liaison to remove barriers, as well as teaching the youth how to navigate systems. The ILP team will make sure that releases of information (ROIs) are signed for each agency so they can assist with follow-up tasks while empowering the youth to learn how to navigate the systems on their own. This liaising will help build relationships with service providers so that the youth will feel comfortable continuing services independently. The ILP team and CASA will use a holistic

approach and support the whole individual with linkages to supports for housing, secondary and post-secondary education, financial and employment, mental health and substance use, medical and dental, transportation, pregnant and parenting resources, and obtaining documentation.

The ILP staff will assist with connecting youth to Placer County Health and Human Services for stabilization resources, such as CalFresh and WIC (Women, Infant, and Children Program) for food; General Assistance, Cash Aid and CalWORKs for employment services, housing and monetary support; Medi-Cal for health insurance and dental benefits; and the Welcome Center for mental health and substance use screenings. If the youth does not meet criteria they will also refer to outside providers and community-based organizations. The Welcome Center can also provide additional supports and resources for those experiencing homelessness.

The ILP team will learn from the expertise of the current Homeless Education team at PCOE regarding housing resources. Youth will be connected to community based agencies that support housing, including Blossom Place, Taylor House, AMIH's Transitional Aged Youth Housing for those with a mental health diagnosis, as well as other AMI housing programs for those 18+ without a mental health diagnosis, Unity Care's Transitional Housing Placement Program, Whole Person Learning/ Housing Opportunities Providing Experience (HOPE), Sierra College Guardian Scholars Program campus housing opportunities, and the Placer County Homeless Resource Line, that will connect youth to all housing resources based upon their vulnerability score. Eligible youth will be referred to the Foster Youth to Independence HUD Initiative, which provides HUD housing choice vouchers to former (or soon to be former) foster youth aged 18-24.

ILP staff will also connect youth to career resources, which may consist of employment, vocational, and/or educational support. Referrals to these services comprise the following programs: PCOE TPP and College and Career/Technical Education programs; PCOE Come Back Program to obtain a diploma; Placer School for Adults and Roseville School for Adults, which offer high school diplomas and classes for employment and vocational opportunities; Golden Sierra Job Training, which has a youth-specific program; Sierra College Guardian Scholars Program, as well as other university Guardian Scholar program equivalents for postsecondary educational support and resources; FASFA, Cal Grant, California Chafee Grant, and scholarship assistance for students exploring post-secondary education; and JobCorps, AmeriCorps, and the Northern California Construction Training program. ILP staff will also make educational referrals to the FYS/Title IV-E Student Support Practitioners for those youth who are still attending secondary education programs and need additional support to stay in their school of origin and graduate with their peers.

ILP staff will help youth set up transportation to their physical, dental, mental health, and substance use disorder appointments as well as to pick up prescriptions and medical supplies through Medi-Cal's no cost transportation services. If youth are in need of nonmedical transportation, ILP staff will help the youth navigate which transportation systems to use, and help them get a Connect Transit Card so that the youth can ride on multiple systems. If it is the youth's first time riding public transit and they do not feel comfortable doing so, then the ILP staff

will accompany them with the assistance of the Placer County Transit Ambassador Program. If the youth is still feeling uncomfortable or overwhelmed, the ILP staff will help the youth set up Dial-a-Ride for location specific pick-up and drop-off.

For youth who may be pregnant and/or parenting, the ILP team will refer the youth and children to a family resource center such as Kids First and the Lincoln Lighthouse where they can receive services such as parenting classes, counseling, support groups, health education, diapers and car seats, and additional free supports. They will also refer male parents or soon-to-be parents to Golden Sierra Life Skills for their Men, Infant, Children (MIC) program to learn parenting skills. ILP staff will also refer the youth to the Placer County Public Health Nurse Home Visitation Program which is a voluntary program that partners first-time mothers with nurse home visitors. A trained nurse will visit the youth throughout their pregnancy and provide breast feeding and new baby care advice, immunizations, and other support to prepare the youth for childbirth. For youth that are under 19, the ILP team will refer the youth to the Teen Age Pregnancy and Parenting Program (TAPP). The TAPP Program helps to improve the health and well-being of pregnant and parenting teens and their children. The team will also refer youth to First Five Placer County to provide resources, programs, and literature regarding parenting and health of children ages 0 to 5. For preventative care, staff will refer youth to Planned Parenthood.

To alleviate barriers that may be caused by missing identification, the ILP team will help youth obtain the missing documents. For youth that may be experiencing homelessness, the ILP staff will assist the youth in taking them to the Placer County Welcome Center where they can obtain vouchers to receive a free ID and/or birth certificate, if they were born in Placer County. If they were not born in Placer County, the worker will assist them in contacting the County Recorder's Office in the county in which they were born to obtain their birth certificate. The staff will then assist the youth at the California Department of Motor Vehicles (DMV) where they will finish the process in obtaining their California ID. If the youth needs their social security card, the staff will follow the same process. The ILP team will also guide youth through the DMV process to obtain a valid driver's license and register their vehicle, if needed.

5. Location of Services

CONTRACTOR shall deliver services in various locations, including but not limited to PCOE offices in Auburn, Sierra College in downtown Roseville, community locations, (e.g. libraries, coffee shops, restaurants), and youth placements.

6. Collocation with Children's System of Care

- 6.1.** CONTRACTOR staff will be co-located at the COUNTY office, COUNTY agrees to provide stations at COUNTY sites in order to meet the needs of COUNTY youth. COUNTY shall provide technologies such as computer equipment for ILP staff to allow entry of services into CWS/CMS. COUNTY and CONTRACTOR will collaborate in providing any additional office equipment, as determined by the mutual agreement of both parties. CONTRACTOR shall supply miscellaneous office supplies, paper, and cell

phone reimbursements for CONTRACTOR staff, and all additional items needed to support its out-of-office contact with youth.

6.2. COUNTY will provide appropriate badges to CONTRACTOR staff collocated in COUNTY facilities, and CONTRACTOR staff shall wear badges in a manner that is easily visible to others at all times while in COUNTY facilities.

6.3. CONTRACTOR staff shall agree to submit to Livescan verification of criminal/background history, and to assign appropriate individual staff as a result of information obtained during this process.

7. Reporting

7.1. CONTRACTOR shall comply with reporting requirements as set forth in Exhibit F to this agreement.

8. Continuous Time Reporting

8.1. CONTRACTOR shall provide continuous time study, for each staff assigned to activities outlined, to social service program codes as outlined by California Department of Social Services, in coordination with COUNTY, with each invoice. Invoices shall include total costs per each time study code.

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PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

COST CATEGORY	7/1/2022- 6/30/2023	7/1/2023- 6/30/2024
Salaries and Benefits		
Program Manager (1.0 FTE)		
Student Support Practitioner (1.0 FTE)		
Support Staff (.20 FTE)		
Subtotal Salaries and Benefits	\$363,471	\$363,471
Program Costs		
Total Mileage/Use of County Vehicles IRS Current Standard Mileage Rate		
Program Incentives - Youth Stipends, Gift Cards		
Program Supplies, Equipment, Computers		
Office Supplies, including printing		
Professional Development-Staff Training		
Emancipated Youth Stipends		
Subtotal Program Costs	\$60,080	\$60,080
Partner Agency/Subcontractor		
Child Advocates of Placer County	\$24,914	\$24,914
Total S/B and Program Costs	\$448,465	\$448,465
Indirect 7.54%	\$33,814	\$33,814
Total Budget per year:	\$482,279	\$482,279
	Total COUNTY Budget:	\$964,558

Purchase of cash equivalents including, but not limited to, gift cards and cash stipends shall require the CONTRACTOR to submit a full accounting of the distribution of such cash equivalents to the individual recipients on a quarterly basis throughout the term of this Agreement, including recipient name, signature, amount, date of distribution, the form of distribution (i.e. cash stipend or gift card) and the merchant name if the distribution is in the form of a gift card or comparable instrument. All cash equivalents that are purchased but not distributed prior to the expiration or termination of this Agreement shall be surrendered to the COUNTY, and any balance that is not reconciled shall be refunded by CONTRACTOR to the COUNTY within 30 days.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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Reporting Exhibit

CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:

- CONTRACTOR shall submit quarterly status reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
- CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

Reporting

CONTRACTOR will submit monthly National Youth in Transition Database (NYTD) reports to COUNTY Administrator to include number of youth served and type of service provided.

CONTRACTOR shall complete an Annual Report as required by CDSS.

CONTRACTOR agrees to meet quarterly with county ILP Program Manager to review progress of achieving shared goals.

CONTRACTOR to submit quarterly reports to county by the 15th of the month following the quarter to include the following: number of youth seen at Sierra College campus; work with CAPC personnel as appropriate to meet youth needs, number of Tahoe-placed youth receiving ILP services, any activities of engagement with Student Support Services, and other parties.

CONTRACTOR will submit an annual report summarizing pre- and post-outcome data from the ANSELL-CASEY measurements taken during that time period.

Federally Funded Contracts

COUNTY will inform CONTRACTOR of any changes related to funding sources or amounts in this agreement as a result of COUNTY's Quarterly funding reviews. If changes are needed to reflect updated Federal Funding, this Exhibit is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, and CONTRACTOR will receive the updated Exhibit.

- 1. SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including **CFDA Program Name**) in any fiscal year must have a single audit for that year. CONTRACTOR agrees to provide a copy of the Single Audit report and/or other types of required audit reports, within the earlier of 30 days after receipt of the report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the COUNTY with approval from the cognizant or oversight agency. The report(s) shall be submitted to the address below:

Placer County Health and Human Services
Attn: HHS Internal Audit
3091 County Center Drive, Suite 290
Auburn, CA 95603

- 2. FEDERAL AWARD IDENTIFICATION:**

Subgrantee Name: Placer County Office of Education
Subgrantee DUNS Number: 60-183-3957
Federal Award Identification Number (FAIN): _____
Federal Funds Obligated to the Subgrantee under this Agreement: \$ _____
Federal Awarding Agency: _____
Pass Through Entity: County of Placer, Health and Human Services Department
Catalog of Federal Domestic Assistance (CFDA) Name: _____
CFDA Number: _____
Research and Development Grant: **Yes (Project Grant) / No (Formula Grant)**
Indirect Cost Rate: **10% / Not Applicable**

Should the Subgrantee be determined to be a Subrecipient, pursuant to the criteria of 2 CFR Part 200 (the "Uniform Guidance"), the Subrecipient shall be subject to the Subrecipient Monitoring requirements outlined in the Uniform Guidance. Per 2 CFR Section 200.331, all pass-through entities must ensure that every sub-award is clearly identified to the subgrantee as a sub-award. As part of the Subrecipient Monitoring requirements, additional information will be provided to CONTRACTOR at the time of the of the subaward or when modified. Authorized Federal, State and County representatives shall have the right to monitor and evaluate the Subrecipient's administrative, fiscal and program performance pursuant to this Agreement. The Subrecipient agrees to cooperate with monitoring and evaluation processes and will make any administrative program and fiscal staff available during scheduled monitoring processes including but not limited to administrative processes, policies, procedures and procurement, audits, inspections of project premises, and interviews of project staff and participants.

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Placer County Office of Education

Name of Contractor

HHS000462

Contract/Grant Number

Date

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

Title

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p>[] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>[] a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>[] a. initial filing b. material change</p> <p>For Material Change Only: Year ____ quarter ____ date of last report ____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, If known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
	<p>Telephone No.: _____</p>	<p>Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

County Facility or Equipment to be Used by Contractor

Special Terms and Conditions including Security Standards for Placer County Data Network

1. Specific Identification of Facility and Equipment. The following County facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) Office space for up to three (3) of Contractor's employees located at the Rocklin or Auburn offices, (b) Office supplies and Computer equipment for use by three (3) CONTRACTOR employees, (c) Access to a County Data Network and/or Cloud resources by CONTRACTOR employees.
2. Use at County's Discretion. Use of County facilities or equipment is made at County's sole discretion. County may discontinue use of County facilities or equipment by CONTRACTOR upon reasonable notice. County reserves the right to provide substitute facilities or equipment at its discretion. County reserves the right to pre-approve all CONTRACTOR personnel who are to use County facilities or equipment. County reserves the right to require CONTRACTOR to remove any of CONTRACTOR'S personnel from County facilities or to discontinue use of County equipment.
3. Property Rights. All County facilities, equipment and data will remain under the sole ownership, custody and control of County and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use County's facilities and equipment for the purposes of fulfilling its obligations to County under this Agreement. County may access any and all electronic or paper data and records created, transmitted, or accessed utilizing County equipment or while on County property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and County policies regarding use of the County's facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of County's or any third party, acquired in the course of using County's facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as County's employees when using County facilities and equipment. Contractor and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the County facility or equipment being utilized. CONTRACTOR and its employees will cooperate with County in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under County policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a County space, without first obtaining County's written consent to do so. Such consent may be withheld by County is County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at County facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Such circumstances are present

here. Co-located Contractor employees will be required to pass a back-ground check and acknowledge familiarity with identified County policies and procedures. Co-located Contractor employees will also participate in any trainings deemed necessary by COUNTY.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through a County Data Network and/or Cloud resources CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

10. CONTRACTOR must abide by the Placer County Information Security Policies and Information Security Acceptable Use Policy. Some important excerpts are listed below.

10.1 PURPOSE and DEFINITIONS

Placer County maintains as part of its information technology platform a computer network that includes hardware and software, voicemail, file servers, electronic mail (email), systems that allow access to the internet, cloud-based computing programs and processes, and other electronic pathways. These systems are provided to assist in the conduct of County business within Placer County. Based on CONTRACTOR access, the following applies in whole or in part.

10.2 POLICY

10.2.1 Ownership and Control

All components of the Placer County Technology Platform, including voicemail, email messages sent and received, files and records created or placed on any County file server, and all data placed onto or accessed by the County's computer network including internet access, are and remain either the property of or under the control of Placer County and not the User.

10.2.2 Access and Privacy

Placer County, through the Department of Information Technology (IT), has access to all information technology and electronic equipment and data (computer, voicemail, email, directories, files, electronic records, and Internet and Cloud access). Placer County reserves the right to retrieve and review any voicemail, email, directory, file, record or Internet access records composed, sent, accessed by, or received on its systems.

10.2.2.1 Users should be aware that, even when a message or file is erased or a visit to a website is closed, it is still possible to recreate the message, file or Internet access records.

10.2.2.2 All communications, including text and images may be disclosed by management to third parties or law enforcement, and/or may be used by management for any other lawful purpose including discipline or vendor disputes without prior consent of the sender or receiver.

10.2.2.3 Users have no right to privacy as to any information or file stored on or transmitted through Placer County's computer systems including the internet and cloud, voicemail system, email or other technical resources.

10.2.3 Authorization and Accountability

10.2.3.1 Each individual must have a separate log-in account and password for network use.

10.2.4 Passwords

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of Placer County's resources. All users, including contractors and vendors with access to the County's systems, are responsible for the creation and protection of passwords and additionally any updates to County Password policies must be followed. Users must not use the same password for Placer County accounts and personal accounts.

The reliability of passwords for maintaining confidentiality cannot be guaranteed. Always assume that someone, in addition to the intended or designated recipient, may read any and all messages and files. Any user suspecting that his/her password may have been compromised must, without delay, report the incident to Placer County IT.

10.2.4.1 Passwords must never be shared or disclosed. If a password is accidentally exposed or suspected of exposure, the password should be changed immediately.

10.2.4.2 All passwords must be changed on a specified, periodic basis.

10.2.4.3 Default passwords provided by the vendor for access to applications/systems on the network must be changed to unique and secret passwords.

10.2.4.4 Immediately inform the Information Technology Service Desk when user accounts are no longer required or will not be used for a period of 30 days or more.

10.2.4.5 All accounts not used for 90 days will be automatically disabled.

10.2.5 Authorized Access

10.2.5.1 Users may access only the messages, files, or programs that they have authorization to use and where that use, or access is actually needed to perform their work duties. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voicemail messages, or other property of Placer County, or improper use of information obtained by authorized means is a violation of this Policy.

10.2.5.2 Access to any internet-based site, including Cloud or social media site, is limited to Placer County IT approved sites and access or use may be prohibited by Placer County IT on the ground that the access poses an unreasonable risk to County network security, or the site primarily includes content that is prohibited under this Policy.

10.2.5.3 Attempts to circumvent protection mechanisms and standards to gain unauthorized access will be subject to disciplinary action.

10.2.5.4 Vendors must comply with Placer County security standards and it is the responsibility of the department involved to monitor this compliance.

10.2.5.5 Security vulnerabilities and suspicious or illicit use of information technologies should be reported to your immediate supervisor or the Information Technology Service Desk.

10.2.5.6 Only authorized staff should maintain, move or modify County network systems and components.

10.2.5.7 If removable media devices are used, they must be scanned with an antivirus solution when plugged into the Placer County network.

10.2.5.8 Licensing requirements and copyright laws must be adhered to.

10.2.5.9 All department supported systems and devices must be maintained with the current security patches and updates.

10.2.5.10 Security lifecycle practices must be practiced in all development cycles.

10.2.5.11 Per the Placer County Information Security Program Charter, data sensitivity is established by the department owning the information. All sensitive or confidential data must be protected in transit and when stored.

10.2.5.12 Applications should employ Single Sign On technology.

10.2.5.13 Business critical systems and data must be backed up with periodically validated processes.

10.2.6 Prohibited Activities

To prevent computer viruses from being transmitted, to protect Placer County information and records, Users are prohibited from performing the following activities without first obtaining authorization from the IT Department. Authorization may occur individually, pursuant to a pre-approved list of allowable programs or activities, or by provision of a product approved by the IT Department to a department, User, or to the County generally. The following activities are otherwise prohibited:

10.2.6.1 Do not download any software onto a County computer, network drive, or mobile communications device.

10.2.6.2 Do not transfer, that is upload or download, documents, videos or information to or from an unauthorized Cloud based service or related website.

10.2.6.3 Do not plug non-County devices into the network.

10.2.6.4 Disconnect remote sessions to the network when the work is completed.

10.2.7 Violations

10.2.7.1 Placer County management may advise appropriate law enforcement officials of any alleged illegal acts related to use of any component of the County's Technology Platform.

10.2.7.2 The Department of Information Technology may revoke or limit the use or access of any User for violations of this Policy. The Chief Information Officer reserves the right to deviate from this policy in emergency circumstances.

11. Notification of Data Security Incident. For purposes of this section, "Data Security Incident" is defined as unauthorized access to the CONTRACTOR'S business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, CONTRACTOR must notify County within 48 hours. Notice should be made to ITSEC@placer.ca.gov and HHSContracts@placer.ca.gov. Notice under this section must include the date of incident and CONTRACTOR'S systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

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Information Security Requirements**1. Data Location**

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.

2. Data Encryption

- 2.1. For all COUNTY data, The CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. Sub-Contractor Disclosure

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

4. Business Continuity

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. Breach Notification

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.

**ASSURANCE OF COMPLIANCE AGREEMENT
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**
(Per CDSS All County Information Notice No. I-44-00)

In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements contained herein. CONTRACTOR and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], 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 age, sex, color, disability, national origin, race, marital status, religion or political affiliation 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 that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR 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, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.