

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Hartnell College

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

services and activities to support the success of current and former foster/probation youth

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 239,966.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** See Page 10A for list of exhibits

Hartnell College ILP  
5010-125 2021-23 \$239,966

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Lori A. Medina, DSS Director	Margie Wiebusch, Director of Academic Affairs
Name and Title	Name and Title
1000 S. Main Street Salinas, CA 93901	411 Central Avenue Salinas, CA 93901
Address	Address
831-755-4430	831-755-6923
Phone:	Phone:

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY****CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

DocuSigned by:  
*Anne Brenton, County Counsel*  
07025F3AA36B4A4...

By: \_\_\_\_\_  
County Counsel  
4/12/2021 | 4:50 PM PDT

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

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:  
*Gary Giboney*  
D3834BEEC1D8449

By: \_\_\_\_\_  
Auditor/Controller  
4/12/2021 | 3:11 PM PDT

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

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

Hartnell College

Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or  
Vice-President) \*

Date: \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasure) \*

Date: \_\_\_\_\_  
Name and Title

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## List of Exhibits

### Hartnell College ILP

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Child Abuse & Neglect Reporting
Exhibit	F	HIPAA Certification
Exhibit	G	Certification Regarding Lobbying
Exhibit	H	Audit & Recovery of Overpayments

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES***Family and Children's Services Division*

and

**HARTNELL COLLEGE***Foster and Kinship Care Education***Independent Living Program**

July 1, 2021 – June 30, 2023

**SCOPE OF SERVICES****I. CONTACTS****A. Primary Contacts:**

<i>County</i>	<i>Contractor</i>
Chelsea Chacon Management Analyst III Department of Social Services 1000 South Main Street, Suite 206 Salinas, CA 93901 Phone: (831) 755-8596 FAX: (831) 755-4600 <a href="mailto:ChaconC@co.monterey.ca.us">ChaconC@co.monterey.ca.us</a>	Margie Wiebusch Director of Academic Affairs/FKCE/ILP Hartnell College 411 Central Avenue Salinas, CA 93901 Phone: (831) 755-6923 Fax: (831) 755-6041 <a href="mailto:mwiebusc@hartnell.edu">mwiebusc@hartnell.edu</a>

**B. Administrative Oversight Team:**

Chelsea Chacon Management Analyst III Department of Social Services 1000 South Main Street, Suite 206 Salinas, CA 93901 Phone: (831) 755-8596 FAX: (831) 755-4600 <a href="mailto:ChaconC@co.monterey.ca.us">ChaconC@co.monterey.ca.us</a>	Alfred Muñoz Interim Vice President of Admin Services Hartnell College 411 Central Avenue Salinas, CA 93901 Phone: (831) 755-6914 Fax: (831) 755-6751 <a href="mailto:amunoz@hartnell.edu">amunoz@hartnell.edu</a>
Eva Ortiz Program Manager II Department of Social Services 1000 South Main Street, Suite 111 Salinas, CA 93901 Phone: (831) 755-8498 FAX: (831) 755-4600 <a href="mailto:OrtizE1@co.monterey.ca.us">OrtizE1@co.monterey.ca.us</a>	Margie Wiebusch Director of Academic Affairs/FKCE/ILP Hartnell College 411 Central Avenue Salinas, CA 93901 Phone: (831) 755-6923 Fax: (831) 755-6041 <a href="mailto:mwiebusc@hartnell.edu">mwiebusc@hartnell.edu</a>

**II. CONTRACT AWARD INFORMATION****SUBAWARD:** NA**CONTRACTOR DUNS Number:** 087016606**Federal Award Identification Number (FAIN):** NA**Date County Awarded Funding:** July 1, 2021**CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT:** 93.674

FY2021/22:

FY2022/23:

**Federal Award Description:**

Program Title: Chafee Foster Care Independence Program

Federal Grantor: Administration for Children and Families, Dept. of Health and Human Services.

Pass-through Grantor: California Dept. of Social Services.

**Research and Development:** NO**Indirect Cost Rate:** 10%**III. PURPOSE**

The purpose of the Hartnell College Independent Living Program (ILP) is to provide current and former foster/probation youth with the program service and activities they need in order to be successful in adulthood. The program emphasizes the four ILP domains of education, employment, finance and daily living skills. Hartnell College (CONTRACTOR) will lead this program in partnership with Monterey County Department of Social Services (COUNTY). This will be accomplished through shared oversight, development and implementation regarding the programmatic, social and individual needs of youth transitioning to adulthood (primarily youth ages 14 to 24) through the provision of Monterey County's ILP. The scope of these responsibilities is multi-layered to include administrative tasks, curriculum development, event planning, daily life skills training, and supervision/mentoring of Transition Age Youth (TAY).

**IV. PROGRAM DESCRIPTION****A. Target Population**

The broadest target population is Monterey County current and former foster and probation youth transitioning to adulthood (ages 14 to 24) who primarily reside within Monterey County. Youth shall be eligible for ILP services provided the following criteria is met:

1. Were/are in probation or foster care at any time from their 16<sup>th</sup> to their 19<sup>th</sup> birthday;
2. Were/are 16 years of age up to 18 years of age and in receipt of the Kinship Guardianship Assistance Payment Program (KinGap) assistance; or

3. Currently in probation or foster care between ages 14 to 16.

## **B. Core ILP Services**

1. Education  
Skill development, assistance, and referrals to obtain literacy skills, high school diploma/GED, post-secondary education experiential learning and computer skills.
2. Career Development  
Assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement and retention.
3. Promote Health and Safety  
Substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education.
4. Mentor Programs
5. Daily Living Skills  
Financial management, budgeting, personal responsibility skills, self-advocacy, household management, consumer resource use, survival skills, and obtaining vital records.
6. Financial Resources  
Financial assistance, incentives, stipends, bank accounts, Employment Development Department, registration at One-Stop Career Centers, employment programs, and public assistance.
7. Housing  
Training and referrals about transitional housing programs, federal/state/local housing programs, and landlord/tenant issues.

## **C. CONTRACTOR Responsibilities**

Services to be provided by **CONTRACTOR** include, but are not limited to:

1. ILP Planning
  - a. Collaborate with the youth, social workers/probation officers, care providers, and other service providers to ensure the provision of core services and activities so that the goals outlined in the youth's Transitional Independent Living Plan (TILP) are achieved.
  - b. Partner with COUNTY and The Epicenter on leadership curriculum development specific to Non-Minor Dependents (NMDs) and former foster youth ages 18 to 24.
  - c. For local (Monterey County) ILP eligible youth, ages 15.5 to 21, provide ongoing outreach and engagement with youth to maintain an average eligible youth participation rate of 75% in each age appropriate seminar series.
  - d. Review, develop and purchase curriculum in partnership with COUNTY.
  - e. Prepare for ILP events, seminars and classes to include set-up and breakdown of classroom materials and supplies.
  - f. Develop resources and services for the program.
  - g. Work with the COUNTY on the development of training and peer experiences that promote mindfulness theory and practice.
2. ILP Referrals

- a. Accept all referred foster youth into the appropriate ILP program options.
  - b. Ensure that every eligible youth participating in ILP up to age 21 has a TILP.
  - c. Provide ILP services to youth regardless of the youth's county of jurisdiction.
  - d. When a youth resides in Monterey County but another county has jurisdiction, CONTRACTOR shall provide ILP services within five days of receiving notice and a completed Transitional Independent Living Plan (TILP).
3. ILP Support
- a. Work with the COUNTY on the development and provision of participation incentives for youth who achieve various goals and attend events specific to ILP.
  - b. Collaborate with the Guardian Scholars Program and the Hartnell Foundation on educational program development and opportunities that support the leveraging of funds and resources to optimize the educational experiences for current and former foster youth with other at-risk youth populations attending Hartnell College.
  - c. Collaborate with the Guardian Scholars Program and MCOE on a college tour event that includes a day at a California theme park to promote education, budgeting and social skills. This event will support a minimum of 5 youth participating and will include a youth-led fundraising component, developed and lead by the participating youth. Completion of this event will rely on adequate funds being available from multiple funding sourcing at the time the event is planned.
  - d. Maintain a drop-in or safe space for current and former ILP eligible youth ages 14-24 where support is offered and urgent basic needs are provided.
  - e. Ensure that the ILP Coordinator will maintain consistent office hours at Hartnell Community College, not less than 10 hours per week. Changes to this schedule are only approved through a written e-mail request to the Director of Academic Affairs/FKCE/ILP not less than 48 hours before the schedule change is to occur.
  - f. Ensure that the ILP Coordinator participates in the Child and Family Team (CFT) when requested and as appropriate.
  - g. Ensure that participation in ILP is not used as a punishment or reward.
4. ILP Seminars
- a. Develop, organize and facilitate no less than ten (10) general seminar classes with emphasis on youth 15.5 to 18.
  - b. Develop, organize and facilitate no less than ten (10) general advanced seminar classes with emphasis on youth ages 18 to 24.
  - c. Develop, organize and facilitate a minimum of four (4) ILP Special Events. The COUNTY agrees to provide a minimum of two (2) COUNTY staff persons to attend and support these large events.
  - d. Develop, organize, staff and facilitate a six (6) class basic ILP series not less than two (2) times per year, which emphasize the use of technology in day to day living.
  - e. Act as staffing support for the Depart Smart event.

- f. Develop, organize, staff and facilitate not less than 6 workshops for younger foster youth, ages 14 to 16.
  - g. Develop, organize, staff and facilitate a summer specific ILP event. Ideally this event will be held in July and will be inclusive for all youth in the ILP Program, ages 14 to 21.
  - h. Develop, organize, staff and facilitate the annual Health and Wellness retreat specific for Non-Minor Dependents (NMD's) or ILP eligible former foster youth ages 18 to 21.
  - a. Ensure that ILP Coordinator and mentors co-locate at The Epicenter not less than 8 hours per month.
5. ILP Administration
- b. Represent the partnership between Hartnell Community College and the COUNTY at various Transition Age Youth (TAY)/ILP events and meetings.
  - c. Participate in Young Adult Resource Collaborative (YARC).
  - d. Create the agenda and co-chair the monthly ILP planning meetings.
  - e. Purchase classroom tools, supplies, and incentives as appropriate.
  - f. Oversee the hiring and supervision of transition age youth, ages 18 to 24, to act as Youth Mentors for Core classes and other identified duties.
  - g. Accept new referrals, send out ILP Welcome packet, and track class participation for the provision of the ILP stipends.
  - h. Provide the COUNTY with a matrix outlining the multiple funding streams accessed for the provision of the Independent Living Program.
  - i. Ensure that benefits, services, and treatment are fair and equitable to all eligible youth.

#### **D. COUNTY Responsibilities**

COUNTY social workers/probation officers shall:

1. Ensure that foster care/probation youth are given appropriate information about and the opportunity to participate in the ILP.
2. Ensure that ILP participation is not used as a punishment or reward.
3. Determine ILP eligibility and provide a referral to the CONTRACTOR.
4. Use the TILP document in CWS/CMS to work with the youth in the development of the initial TILP and redetermine ILP eligibility with each TILP update.
5. Provide the CONTRACTOR with the completed TILP.
6. Work with foster care/probation youth to ensure they have access to ILP core services.
7. Collaborate with the youth, ILP Coordinator, care providers, and other service providers to ensure the development and implementation of TILP goals, services, and activities.
8. Prior to the youth's emancipation, ensure that ILP services are provided as identified in the TILP.
9. Defer ILP enrollment only if the youth is physically or mentally unable to benefit from the program as determined by the youth's primary care physician or health/mental health care professional or if the youth declines to participate. A redetermination of deferment shall be made at least every six months and documented in the TILP.
10. Provide, as applicable, the necessary records, referrals, and documentation to



ensure that timely and appropriate ILP service provision has met the goals and services of the TILP.

#### E. Staffing

The following positions reflect staffing planned for the Independent Living Program regardless of funding source:

1. A **Director of Academic Affairs/FKCE/ILP** who is responsible for the overall operation of all contracts and programs supported through County. In this role, the Grants Project Director will provide management oversight of ILP, including direct supervision and evaluation of the Independent Living Program Coordinator and Independent Living Program Trainers, budget monitoring, oversight and liaison with the COUNTY.
2. **Guardian Scholars Coordinator** will be responsible for providing on site supervision to the Independent Living Program Coordinator. This full time position will facilitate the NMD program, Guardian Scholars program and provide support to current and former foster youth that drop in to the center.
3. An **Independent Living Program Coordinator (ILC)**, to be responsible for the development, implementation, curriculum development and general oversight of the ILP program(s), including supervision of the Youth Mentor(s), budgetary oversight and program marketing. The ILP Coordinator must have experience in education or training, understand adolescent development, and have a minimum of a Bachelor's degree in a related field. The ILP Coordinator shall support the ILP program through flexible working hours which could include evening or weekend assignments. The ILP Coordinator must complete the California Youth Connections (CYC) adult supporter training.
4. **Independent Living Program Trainer(s)** to be responsible for all aspects of specific trainings and events offered through the Monterey County Independent Living Program. These are Professional Experts - Temporary Employment position(s).
5. **Childcare provider(s)** who will provide on-site supervision of the children of class attendees as needed. This is a Professional Expert position.
6. **Youth Mentor(s)** position who will act as program support to the ILP program as duties are defined. This is a Professional Expert employment position.
7. **Administrative Assistant** to support the clerical duties as needed for the program including, but not limited to, registration for events, data collecting, creation of flyers, purchasing of goods and supplies, and help with set-up and ending of event.

#### V. MEETINGS/COMMUNICATIONS

- A. CONTRACTOR shall be responsible for reporting to the Hartnell Board of Trustees regarding program needs, plans and trends for ILP to include ongoing statistical data and analysis.
- B. The primary contact(s) for the COUNTY shall maintain ongoing contact with the CONTRACTOR. The purpose of this Agreement is to maintain open communication, to oversee implementation and macro program development, to oversee the contract, discuss and make decisions regarding contract issues, evaluate contract usage, data and effectiveness, and make recommendations for contract modifications.
- C. COUNTY shall meet with the CONTRACTOR at a minimum of four (4) times within the contract year to review program design and budgetary issues, concerns and/or plans for the ILP program.

- D. CONTRACTOR shall provide regular written communication via newsletter, e-blasts, and website to the COUNTY regarding supports, activities and events available for Transition Age Youth through Hartnell Community College and the Independent Living Program as well as at the monthly ILP meetings.
- E. CONTRACTOR shall develop and submit for COUNTY approval a master calendar of events, seminars and classes within thirty (30) days of the execution of this Agreement.
- F. CONTRACTOR is responsible for communicating event dates to all interested parties and work toward minimizing conflicting event dates with other TAY organizations.
- G. CONTRACTOR will provide a specific ILP telephone number and e-mail address. CONTRACTOR agrees to check these daily, Monday through Friday. Responses to inquires and messages left will be completed within 48 hours or 2 business days.
- H. CONTRACTOR will continue in communication and partnership with other involved parties toward the development of institutional foster youth program support on the Hartnell Community College Campus.
- I. CONTRACTOR shall communicate with the identified COUNTY liaison in written and oral form as required by program design to include verified sign-in sheets, case notes, class summaries, individual notes and needs as required for all ILP events and classes.

## **VI. REPORTING REQUIREMENTS**

- A. CONTRACTOR will collect and provide data on all youth who receive services and supports through ILP to the COUNTY, providing this information to the COUNTY by the 10<sup>th</sup> of the following month, as requested. This also includes meeting any other additional data requirements of the State or other supporting agencies as they arise.
- B. CONTRACTOR will provide a written summary attendance record to the COUNTY within 72 hours after each ILP class, seminar or event.
- C. CONTRACTOR will provide an end of year program report or summary in an agreed upon format. This report will include total participant counts, summaries of events, identified strengths of the program and suggestions for program improvement. This will be composed in partnership with the COUNTY and submitted for Community Partner review.
- D. CONTRACTOR will partner with the COUNTY, The Epicenter and other ILP/TAY service providers in the composition of the annual State ILP report. The COUNTY will be responsible for approval and submittal of the final report to the California Department of Social Services (CDSS) with input from the CONTRACTOR and other COUNTY partners.
- E. CONTRACTOR will participate in other data collection requirements set forth by the COUNTY as appropriate.
- F. Within 72 hours of an ILP event, compose and submit the event summary to the designated COUNTY representative.

## **VII. SUBCONTRACTOR(S):**

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11 Non-Discrimination.

## VIII. FISCAL PROVISIONS

- A. COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit B, Section I PAYMENT BY COUNTY** of this Agreement.
- B. **CONTRACTOR** and **COUNTY** agree to work collaboratively on the blending and continued acquisition of additional funding for ILP related programs to best meet the needs of the foster youth participants.
- C. **CONTRACTOR** agrees to complete and provide quarterly invoices on the form provided in **Exhibit D**, no later than the 10<sup>th</sup> day of the month following the quarter in which services were rendered.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred nineteen thousand, nine-hundred eighty-three dollars (\$119,983)** for the period of July 1, 2021 through June 30, 2022 and **one hundred nineteen thousand, nine-hundred eighty-three dollars (\$119,983)** for the period of July 1, 2022 through June 30, 2023. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement for the entire agreement term shall not exceed **two hundred thirty-nine thousand nine hundred sixty-six dollars (\$239,966)** per **Exhibit C, Budget**.

**EXHIBIT B****MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

**1.01 Quarterly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each quarter, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibits D-1 and D-2 and shall include an invoice number.**

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C-1 and C-2**. Only the costs listed in **Exhibits C-1 and C-2** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

**EXHIBIT B**

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

**EXHIBIT B**

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the organization's policy of maintaining a drug-free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs;
    - 4) the penalties that may be imposed upon employees for drug abuse violations;
    - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

**EXHIBIT B**

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

**IV. NON-DISCRIMINATION**

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

**EXHIBIT B**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code** Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations**, Title 24, Section 3105A(e)
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.



**EXHIBIT B**

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## **V. CONTRACT ADMINISTRATORS**

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates Alfred Munoz, Interim Vice President of Administrative Services, as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**5.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**ILP Budget FY 21/22 and FY 22/23**

Exhibit C

**ILP #701200**

<b>Expense Item</b>	<b>21/22 Budget</b>	<b>22/23 Budget</b>	<b>Total</b>
Classified (Admin. Asst. I)	18,816.00	19,748.00	38,564.00
Professional Experts (ILP Coord/Mentor)	45,761.00	44,115.00	89,876.00
Employee Benefits	25,448.00	28,162.00	53,610.00
<b>Total Salaries and Benefits</b>	<b>90,025.00</b>	<b>92,025.00</b>	<b>182,050.00</b>
<b>Services and Supplies</b>			
Supplies (Incentives)	6,650.00	6,650.00	13,300.00
Supplies (NMD 101 Incentives)	1,200.00	1,200.00	2,400.00
Supplies & Materials	4,150.00	4,150.00	8,300.00
Personal Service Contract - 1099	1,500.00	1,500.00	3,000.00
Contract Services	3,500.00	1,500.00	5,000.00
Travel & Conference	-	-	
Instructional Mileage *	1,750.00	1,750.00	3,500.00
Field Trips	-	-	
Rents & Leases	-	-	
Printing & Duplicating - Inhouse	300.00	300.00	600.00
<b>Total Services and Supplies</b>	<b>19,050.00</b>	<b>17,050.00</b>	<b>36,100.00</b>
Administration 10%	10,908.00	10,908.00	21,816.00
<b>Grand Total</b>	<b>119,983.00</b>	<b>119,983.00</b>	<b>239,966.00</b>

\*Compensation for travel and mileage is in accordance with the County Travel Policy which can be found online

<https://www.co.monterey.ca.us/home/showdocument?id=69364>

Mileage will be reimbursed at the applicable IRS rate for that period. The 2020 rate is 56 cents per mile.

## EXHIBIT D

**Business Services**

Accounts Receivable  
 411 Central Ave  
 Salinas, CA 93901  
 Phone: 831.755.6996  
 Fax: 831.759.6047

**Bill To:**

Department of Social Services  
 Family and Children's Services  
 Attn: Chelsea Chacon, MA III  
 1000 S. Main Street, Suite 205  
 Salinas, CA 93901

INVOICE NUMBER: 0000000

## DESCRIPTION

**Invoice for Independent Living Program Expenditures**

<b>For the period of</b>	<b>Total</b>
<b>Salaries &amp; Benefits</b>	
Classified CSEA	
Classified Nonstudent NonIA PT ProfExp	
Benefits	
<b>Total Salaries &amp; Benefits</b>	
<b>Services &amp; Supplies</b>	
Supplies (incentives)	
Supplies (NMD 101 incentives)	
Supplies & Materials	
Personal Service Contracts	
Contract Services	
Instructional Mileage	-
Printing & Duplicating	-
<b>Total Services &amp; Supplies</b>	\$ -
<b>Indirect Costs</b>	
<b>Total Amount Due:</b>	

*Business Office Use Only:*

Account No.: 173149, AR Type: F12, AR Code: F12

## EXHIBIT E

### CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County Please email [CAPC@co.monterey.ca.us](mailto:CAPC@co.monterey.ca.us)

**EXHIBIT F****Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

**EXHIBIT F****II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

**EXHIBIT F**

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

**III. AVAILABILITY OF PHI**

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

**IV. TERMINATION**

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

**V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

**EXHIBIT F**

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:**

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

Title:

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



**EXHIBIT G****CERTIFICATION REGARDING LOBBYING**

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients 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. Code. 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.

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Signature

Title

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Agency/Organization

Date

**Exhibit H****AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS****I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**1.02 Audit Submission /Fiscal Year-end**

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

**1.03 Audit Format**

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

**-OR-**

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**-OR-**

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

**Exhibit H****All Audits must include the following information within their audit:**

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

**1.04 Payment for Audit**

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

**II. Contractor Records**

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

**Exhibit H**

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(signature of authorized representative)

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(date)