

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS**

This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Northern California Youth and Family Programs (“Contractor”) for the purpose of providing an Independent Living Program (ILP) in Tehama County.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit D, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit C, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall invoice County at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit E. The Maximum Compensation payable under Agreement shall not exceed \$104,631. Contractor may, with County approval, reallocate funds among each of the major cost categories listed in Exhibit E, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately

repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit F) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

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

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are

equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

| | |
|--|---|
| NOTICES TO COUNTY: | NOTICES TO CONTRACTOR: |
| Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410 | Michelle Dahlgren, Director Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530)893-1614 |
| ANALYST RESPONSIBLE TO RECEIVE REPORTS: | PERSON RESPONSIBLE FOR REPORTING: |

| | |
|--|--|
| Kimberly Granados, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4170 Fax: 530-527-5410 | Janine LoBue Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530)893-1614 |
| INVOICES SUBMITTED TO COUNTY: | PERSON RESPONSIBLE FOR INVOICING: |
| Submit invoices by email to: Accountspayable@tcdss.org | Michelle Moore, Staff Accountant Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530) 893-1614 |

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to

1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through F, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide an Independent Living Program in Tehama County. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

- 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is

discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

37. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY DEPARTMENT
OF SOCIAL SERVICES**

Date: _____

Bekkie F. Emery, Director

**NORTHERN CALIFORNIA YOUTH
AND FAMILY SERVICES**

Date: _____

Michelle Dahlgren, Director

104821
Vendor Number

5013-532300
Budget Account Number

93.674
Federal Funding CFDA #

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

Sexual Abuse & Molestation (SAM) Liability

Contractor shall obtain and maintain Sexual Abuse & Molestation Liability coverage with limits of liability no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B
NONDISCRIMINATION CLAUSE

The Contractor agrees to 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; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 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 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 THE 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.

EXHIBIT C
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
 - C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
 - D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
 - E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
 - F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
 - G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.
- Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT D
SCOPE OF WORK

Independent Living Program (ILP)
Northern California Youth and Family Programs

Contractor Responsibilities and Program Objectives

The Independent Living Program (ILP) is intended to help youth transition from foster care to independent living. An ILP Coordinator will provide services offering case management, education support, and access to resources, for youth eligible to the program as a result of placement in out-of-home care, as either a foster or probation youth, including youth who have aged-out/exited the foster care system. An ILP Coordinator will address the youth's educational, career, and personal needs and/or goals, while working in collaboration with the youth's caregiver, social worker, and other relevant persons.

Contractor's services will adhere to the Strengthening Families Framework (youth resilience, social connections, concrete support in times of need, knowledge of youth development, and social and emotional competence). Contractor will provide trauma informed case management with all youth. At initial contact, the ILP Coordinator will begin to identify needs and develop a transition plan.

Program Outcomes

ILP youth will be adequately prepared for a self-sufficient adulthood through completing activities, including but not limited to:

1. Receipt of high school diploma or completion of an equivalent/alternative certificate
2. Enrollment in college/higher education
3. Receipt of ILP skills services
4. Completion of vocational training
5. Employment and other means of support

Youth working regularly with Tehama ILP will learn life skills related to money management, health and wellness, home management, education, and employment.

Contractor recognizes that each youth needs varying levels of support to become successful which is the reason for our individualized casework model.

Additionally, the ILP Coordinator shall be dedicated to ensuring that all ILP youth achieve permanency by reunification, guardianship or adoption and/or by establishing meaningful, committed life-long connections with one or more adults.

Major Activities

1. Intake
 - a. Upon receiving referral from County, the ILP Coordinator will determine eligibility for ILP services by looking at age and placement type. Eligible youth are then entered into a database and an ILP case file is created. Youth are assigned the ILP program manager. Prior to contacting the youth, the ILP program manager contacts all parties involved with the youth (social worker, probation officer, FFA, etc.) to gather information about the youth and plan effectively. This is logged in the youth's ILP case file.
2. Out of County Referral
 - a. Referrals for dependents placed out of county, will be reviewed by the ILP Coordinator to determine eligibility. If eligible the referral and short letter will be forwarded by the ILP Coordinator to the county in which the youth resides to receive ILP services. The Coordinator will request quarterly reports to review the youth's participation.
3. Initial Appointment
 - a. Youth will be contacted by the ILP program manager to discuss ILP services, ILP workshops, social events, and any upcoming special events in Tehama County. Youth and the ILP program manager will work together to set both short and long term goals. ILP program manager will assess whether the youth has personal documents including birth certificate, California Identification Card (CA ID), and Social Security Card and help to obtain them if not. The importance of education and employment is discussed with the youth at this initial appointment.
 - b. With the passage of AB 12 youth are now eligible to stay in care until age 21. Starting at the initial appointment, this is discussed with youth so that they can determine for themselves, if Extended Foster Care is appropriate.
4. Contact with Youth

- a. The ILP program manager will be flexible when meeting with youth. This includes allowing for the ILP appointments to take place in the youth's home, agency office, restaurants, school, work, or in the community. Contact ranges from weekly to monthly and is in the form of phone check-ins, Team Planning Meetings, appointments, workshops, social events, and community events. As the youth nears their 17th birthday, Extended Foster Care (EFC) option, (ILP will set up meetings for youth to interview TH programs to participate in EFC, if the youth decides to opt in to AB12), educational and vocational plans become the main focus. All contacts will be documented by the ILP program manager in the notes section of the youth's file. ILP will also create a monthly newsletter to send to youth and other service providers to share what events are upcoming. This will be posted on Facebook as well.
5. Transitional Independent Living Plan (TILP)
 - a. ILP staff will participate, to the extent possible and appropriate, in the development and achievement of goals of each youth's Transitional Independent Living Plan (TILP) and 90-Day Transition Plan.
 - b. THPP, THP+NMD, and THP+ allow youth to live independently. ILP reviews these options during the initial appointment and throughout youth's time in the program. ILP will help facilitate the first team meeting and will assist throughout the process.

Intended Client Outcomes

1. Participation of the ILP Coordinator in the development and achievement of each youth's TILP will encourage more customized and useful plans and greater likelihood of attainment of the goals set forth therein.
 - a. Provide life skills education for youth in workshops when possible, small group and/or individual format.
 - i. Education should be related to the youth's specific needs and goals as outlined in their TILP and 90-Day Transition Plan. ILP utilizes the Ansell Casey Life Skills Assessment (ACLSA), to identify the areas youth might need more support. This assessment will be completed by the youth every 6 months to determine the evolving needs of the youth. Some education topics may include: personal health; job and career development; daily living skills (e.g.

- cooking, housekeeping, home safety, and vehicle maintenance); finances (e.g. budgeting, personal finance management, and taxes); adulthood and the law.
- ii. Workshops will be suggested by ILP youth, the ILP Advisory board, or when there is a need to get information quickly to multiple youth. The topics of these workshops may vary, but could include; banking, budgeting, financial aid, healthy relationships, etc.
2. Youth gain the skills and knowledge necessary for successful self-sufficient adulthood.
 - a. Provide opportunities for youth to participate in conferences, retreats, and/or other activities that encourage, support and inform youth, such as senior portraits and college tours.
 - i. ILP will connect with youth regarding their educational goals. This includes meeting with school counselors, encouraging school-based goals, and attending Individual Education Plan (IEP) meetings when invited. The ILP program manager will attend each youth's graduation ceremony and take pictures of them in their cap and gown.
 - ii. Social events are for youth who want to meet other ILP youth. There will not be a set agenda, but rather this is an opportunity for them to meet and talk: ILP teams with Tehama County Department of Education and Delta Kappa Gamma (DKG) Beta Lambda Chapter in presenting graduates with gifts. For example, household items, educational supplies and electronic communications.
 - iii. ILP Gives Back coordinates events where youth are given the opportunity to give back to the community in which they live.
 - iv. Life Files folders are provided and labeled with important life categories that allow the youth to keep important documents and papers in one organized central location.
 3. Youth are provided with opportunities to experience encouragement and support from peers and the community and build relationships that last into adulthood. Youth are provided the chance to receive information about programs and opportunities, including college or technical schools.
 - a. Provide case management and advocacy and facilitate access to appropriate resources and activities in order to assist youth with transition to self-sufficient adulthood. For

example, assist youth with access to vocational and/or academic testing, college enrollment/financial aid, job training center (resumes, etc.), driver's training, housing and/or any other activity or resource as necessary to help prepare the youth for successful transition.

- i. ILP assists youth in creating a resume and completing applications. ILP will help youth obtain appropriate interview clothing and, once hired, necessary work attire. Youth's interview skills will be improved by reviewing example interview questions with ILP staff. Contractor has created a worksheet to assist youth with tracking submitted applications (who, when, and where). ILP staff assist youth through the use of different web sites to search for employment. ILP will link youth to professionals in the community to interview, job shadow, and learn about different professions. Youth with disabilities will be connected with the Department of Rehabilitation (DOR) to learn job skills and secure employment.
- ii. ILP will work with youth regarding their health needs, including mental health services, counseling (through victim witness), and encouraging regular physicals and dental check-ups. Additionally, ILP reviews preventative care, STD awareness, and support with birth control options. ILP works to connect LGBTQ youth to appropriate resources.
- iii. ILP works with pregnant and parenting youth to make referrals to appropriate programs and various agencies.
- iv. CPR 1st Aid will be provided to the youth free of cost from the Butte County ILP Coordinator.
- v. The ILP program manager will assist and support youth with other life events, including funerals, baby showers, weddings, school, and community activities.
- vi. County social worker will provide proof of dependency letter to ILP youth to apply for financial aid and to participate in programs at colleges or universities that provide services for current and former foster youth.
- vii. ILP will help youth with transportation, including bus passes, bike donations, and assistance with driver's license.

- viii. Information regarding ILP in Tehama County will be found on the Contractor's website.
4. Youth receive the appropriate support and advocacy services to help them prepare for successful transition.
 - a. ILP supports and actively participates with the Tehama County chapter of the California Youth Connection (CYC). Youth are provided information about CYC meetings at their initial appointment and throughout their time in ILP. The ILP Coordinator will be an adult supporter who can provide transportation and answer questions. Contractor also has a social worker who is a youth supporter. Youth will be taken to CYC's Day at the Capitol event in Sacramento to encourage them to participate in their local chapter.
5. Youth involved in ILP and the Tehama County chapter of CYC will benefit from the connection between the two entities.
 - a. Offer exit surveys to all youth whose eligibility and/or involvement with the ILP program is ending. Emancipated foster youth are contacted 90 days after they stop receiving ILP services. ILP attempts to get youth to complete an online (or mail-in) survey pertaining to their self-sufficiency status and quality of life.
6. Review of exit surveys will provide an opportunity to evaluate ILP activities and outcomes (as perceived by the youth) to inform the continual improvement of the program.
 - a. Obtain missing data regarding ILP youth as needed by County (e.g., education status). Facilitate completion of National Youth in Transition Database (NYTD) surveys to ensure all eligible emancipating and aftercare ILP youth complete a survey to meet the County's NYTD requirements. ILP Coordinator will be expected to implement strategies to support youth in completing their survey. For example, travel to the youth's home with a laptop to have the youth complete the survey online.
7. Youth services are accurately tracked and recorded in Child Welfare Database System and in turn submitted to California Department of Social Services as required. Youth within survey cohorts complete survey within required timeframe.
 - a. Maintain an incentive program for youth participating in the ILP program. ILP uses monetary incentives to motivate youth and to recognize tasks/goals that they have accomplished. This helps youth to practice using money and to

budget. These are not given as entitlements. The ILP program manager has the flexibility to tailor the incentive to the needs of the youth.

8. Increase and maintain a high level of participation and engagement with youth in and/or eligible for the ILP program.
 - a. Meet jointly with individual youth, the case-carrying social worker, and the youth's caregiver at least monthly. ILP values teamwork and will have a monthly meeting with the youth's team to ensure the youth is following their plan and to minimize triangulation. Contractor will provide feedback to County regarding foster parent involvement in youth access to ILP, achieving ILP goals, and learning independent living skills. Youth will be given the opportunity to participate in a "Survey Monkey" survey every 6 months with the option of giving feedback.
9. Youth are supported by a team of persons in achieving self-sufficient adulthood and permanency.
 - a. Provide education to foster parents on ILP youth needs; for example, meet & greets or special workshops.
10. Youth are supported by a team of persons in achieving self-sufficient adulthood and permanency.
 - a. Assist youth in obtaining and reviewing their credit reports provided by County social workers and provide guidance for resolving any inaccuracies or signs of identity theft.
11. Youth enter adulthood with knowledge and understanding of credit. Youth are referred to an appropriate credit counseling agency to address any negative or identity theft matters appearing on their report.
 - a. Participate in the ongoing monitoring of this agreement by County, which may include an on-site visit.
 - b. Meet with County as needed to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.

Data Collection and Reporting

Collect and maintain ILP program data to ensure accurate records of youth receiving ILP program services as described in 1-9 below. **Data collection will be conducted on an on-**

going basis; submittals of data reports to County will be provided quarterly unless otherwise agreed or as indicated below.

1. For each referred youth, a quarterly report will be completed and delivered to the County social worker/probation officer and the placement agency. This report will serve as the youth's ILP case plan. This will also include delivered services for NYTD reporting. The number of youth which the ILP Coordinator assisted in the development and/or review/revision of their TILP will be tracked; all youth will be recorded regardless of their active participation in the ILP. Additionally, the number of TILP plans that included services to be provided concurrently to the caregiver will be noted.
2. Track event types, class titles/topic, dates and attendance information regarding participation in conferences, retreats, trainings, workshops, educational activities, meet and greets, etc. Attendance information should identify the number of Tehama County youth and/or foster care providers out of the total attendees. Records should indicate how many youth required transportation assistance through the ILP services in order to attend the event. If applicable, indicate methods of instruction (i.e., workshop, small group, individual, attendance at third-party class/training.)
3. Provide ILP data necessary for Tehama County Department of Social Services (TCDSS) to complete and submit the annual and quarterly reports as required by the California Department of Social Services (CDSS). The ILP Coordinator will highlight notable progress and/or successes in program areas in a narrative format report. The ILP will complete the SOC 405x Exiting Outcomes for youth participating with Tehama ILP. The ILP will work with County analyst to complete the Annual Narrative Report for the state.
4. Records will be kept that include the number of referrals pending, number of youth served, number of aftercare youth served, and the number of out-of-county youth served as well as their county of jurisdiction.
5. Provide a narrative summary of CYC activities, successes and challenges, and ILP involvement in CYC activities. The narrative will also include a general summary of membership (i.e., total number of youth members).
6. Track the number of youths that exited the program and thus were offered an exit survey will be compiled along with the percentage of the youth that actually completed the survey. A narrative summary of the youth's feedback as gathered on the survey and/or in exit

conversations will be prepared. A copy of the narrative summary and completed surveys will be provided to TCDSS.

7. Track the number of youths that exited the program and their status upon exit (e.g., high school GED completion, attending college, employment, type of living arrangement, obtaining driver's license, income source) for purposes of determining program effectiveness in foster youth becoming self-sufficient.
8. Track data regarding NYTD surveys such as interaction, attempts, and success with ILP youth eligible for participation in NYTD surveys. Record specific information such as date/time, status (i.e. attempted, completed, etc.), survey participants, special services provided to ensure survey completion and a brief narrative of each contact with youth.
9. Track the number, reason, and dollar amount of incentives awarded.
10. All reports required within this agreement shall be transmitted via one of the following secure methods:
 - a. Mail delivery: Tehama County Department of Social Services, PO Box 1515, Red Bluff, CA 96080.
 - b. In-person delivery: Tehama County Department of Social Services, 310 S Main St., Red Bluff, CA 96080.
 - c. Encrypted email: Note, prior to emailing reports Contractor must contact Kimberly Granados, Staff Services Analyst to establish the encrypted email process.
 - d. All reports shall be delivered to the attention of Kimberly Granados, Staff Services Analyst, 530-528-4170, ProgramAnalyst@tcdss.org. In addition to all regular reports, any communication with County staff that includes personal identifying information of a participant must also be sent via one of the secured methods listed above.

County agrees to:

1. Provide technical assistance as needed to Contractor.
2. Provide ongoing monitoring of this agreement, which may include an on-site visit.
3. Meet with Contractor as needed to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.

EXHIBIT E
Budget

| | | | | | |
|---|--|-------------------|--|---------------|-----------|
| Budget | | | | Start Date | 7/1/2026 |
| | | | | End Date | 6/30/2027 |
| Northern California Youth and Family Programs | Tehama County Independent Living Program | | | | |
| 2577 California Park Dr | Program Contact | | Fiscal Contact | | |
| Chico, CA 95928 | Michelle Dahlgren | | Michelle Moore | | |
| | 530-893-1614 | | 530-893-1614 | | |
| | mdahlgren@youthandfamily.info | | mmoore@youthandfamily.info | | |
| Budget Category | Budget Period | | | Budget Period | |
| | 07/26-06/27 | | | | |
| Direct Salaries | FTE | | | | |
| Program manager | 1.00 | 55,120.00 | | | |
| | | | | | |
| Direct Fringe Benefits | | 8,500.00 | | | |
| Total Direct Salaries and Benefits | | 63,620.00 | | | |
| Direct Costs | | | | | |
| Rents/Leases | | 7,800.00 | | | |
| Utilities/Communications | | 5,000.00 | | | |
| Travel | | 4,500.00 | | | |
| In Care | | 16,211.00 | | | |
| EYS | | | | | |
| Total Direct Cost | | 33,511.00 | | | |
| Indirect Costs | | | | | |
| Office Expenses/Supplies | | 2,000.00 | | | |
| Admin contracts | | 2,500.00 | | | |
| Insurance | | 2,000.00 | | | |
| Conference/Training | | 1,000.00 | | | |
| Total Indirect Costs | | 7,500.00 | | | |
| Total Budget | | 104,631.00 | | | |

EXHIBIT F
SAMPLE INVOICE

| INVOICE | | Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s). | | |
|---|---------------------------|--|---|---|
| CONTRACTOR NAME AND ADDRESS | | INVOICE #: | FOR MONTH(S)/YEAR: | |
| 0 | | | | |
| CONTRACT #: | | PURPOSE/TITLE OF CONTRACT | | |
| 0 | | 0 | | |
| BUDGET LINE ITEM | A. CONTRACT BUDGET | B. CURRENT INVOICE COSTS | C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE | D. BALANCE REMAINING PAYABLE (A-C) |
| DIRECT SALARIES | | | | |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| DIRECT BENEFITS/FRINGE | | | | |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| DIRECT SALARIES & BENEFITS TOTAL | \$ - | \$ - | \$ - | \$ - |
| DIRECT COSTS | | | | |
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| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| DIRECT COSTS TOTAL | \$ - | \$ - | \$ - | \$ - |
| INDIRECT SALARIES | | | | |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| INDIRECT BENEFITS/FRINGE | | | | |
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| 0 | \$ - | | | \$ - |
| 0 | \$ - | | | \$ - |
| INDIRECT SALARIES & BENEFITS TOTAL | \$ - | \$ - | \$ - | \$ - |
| INDIRECT COSTS | | | | |
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| 0 | \$ - | | | \$ - |
| INDIRECT COSTS TOTAL | \$ - | \$ - | \$ - | \$ - |
| TOTAL INVOICE | | \$ - | | |
| TOTAL CONTRACT | \$ - | | \$ - | \$ - |