



## Butte County Board of Supervisors Agenda Transmittal

Clerk of the Board Use Only

Agenda Item:

3.11

**Subject:** Agreement with Youth for Change for the provision of the Transitional Housing Placement - Plus (THP-Plus) Program

**Department:** Employment and Social Services

**Meeting Date Requested:** 05/07/2013

**Contact:** Shelby Boston

**Phone:** 538-5131

**Regular Agenda**

**Consent Agenda** ✓

**Department Summary:** *(Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background information as necessary).*

Approval is requested for an agreement with Youth for Change to be one of two providers of the Transitional Housing Placement – Plus (THP-Plus) Program.

The THP-Plus Program was established by the California State Legislature in 2001 and provides affordable housing and comprehensive supportive services for up to 24 months to help former foster care and probation youth, ages 18 to 24, make the successful transition from foster care, or other out of home placement, to independent living.

The term of the agreement is July 1, 2013 through June 30, 2015, with a maximum contract amount of \$445,680 (\$222,840 for fiscal year 2013-14 and \$222,840 for fiscal year 2014-15).

**Fiscal Impact:**

Funding for this program is covered by 2011 realignment funds for Child Welfare Services and has been included in the department's fiscal year 2013-14 budget. There is no impact to the County General Fund.

**Personnel Impact:**

Does not apply.

**Action Requested:**

Approve agreement and authorize the Chair to sign subject to review by County Counsel and Auditor-Controller.

**Administrative Office Review:** Sang Kim, Deputy Chief Administrative Officer

## YOUTH FOR CHANGE

### Transitional Housing Placement – Plus Services

This Agreement, will begin as stated in the variable information table below, or as of the last date executed by the County of Butte, is between the County of Butte, acting through the Butte County Department of Employment and Social Services, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor"; for the purpose of providing one or more services.

VARIABLE INFORMATION TABLE			
<b>Term of This Agreement (Complete Dates in Just One of the Following Three Rows)</b>			
<b>Term Begins</b>		<b>Term Completion Date</b>	
On Following Date	July 1, 2013	On Following Date	June 30, 2015
County Department	DESS	FOB Point	N/A
Terms	Basis of Price (Do Not > More Than One of the Following Four Blocks)		
Not-to-Exceed Price	\$445,680		
<b>Contractor Contact Information</b>		<b>County Contact Information</b>	
Contractor	Youth for Change	Project Manager	Tamara McArthur, Administrative Analyst
Contact Person	George Siler, Director		
Address	P.O. Box 1476	Address	P.O. Box 1649
City, State & ZIP	Paradise, CA 95967	City, State & ZIP	Oroville, CA 95965
Telephone	(530) 877-8187	Telephone	(530) 538-5238
Email	<a href="mailto:gsiler@youth4change.org">gsiler@youth4change.org</a>	Email	<a href="mailto:tmcarthur@buttecounty.net">tmcarthur@buttecounty.net</a>

WHEREAS, pursuant to Government Code Sections 31000, County may retain independent contractors to perform special services for the County; and

WHEREAS, it is necessary and desirable that County contract for the purpose of procuring such services as set forth in Exhibit A, Description of Services, attached and by this reference incorporated herein.

NOW THEREFORE BE IT AGREED between the parties that this Agreement is subject to the provisions contained in the following attachments, which are made a part of this Agreement. Should there be any conflicts between the terms contained in the Agreement and/or the attachments that are incorporated herein, precedence shall first be given to the provisions of this Agreement followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions

Exhibit C and C1 - Standard Insurance Requirements for Professional Services Agreement and Request to Change Contract Insurance Requirements (as applicable)

Exhibit A – Description of Services

Exhibit B – Method and Rate of Payment

Exhibit D- Assurance of Compliance

Exhibit E – Other County Contracts

By signature below, the department head or designee certifies that no unauthorized alterations have been made to the contract language and attachments that follow.

#### CONTRACTOR

George Siler, Director \_\_\_\_\_ Date  
Youth for Change

Reviewed for fiscal control, subject to  
Budget appropriation Contracts Division, GSD

Butte County General Services Department \_\_\_\_\_

BUDGET UNIT: 580 551.048

#### COUNTY

Sean Farrell \_\_\_\_\_ Date  
Assistant Director, Department of Employment  
and Social Services

Bill Connelly, Chair \_\_\_\_\_ Date  
Butte County Board of Supervisors

Paul Hahn, Chief Administrative Officer \_\_\_\_\_ Date  
By: Clerk of the Board

FUNDING SOURCE: CWS Realignment

#### Attachment I

## TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed between the County and the Contractor as follows:

### A. Services:

1. Contractor shall perform all services as stipulated in Exhibit "A", Description of Services, attached hereto and by this reference incorporated herein.

### B. Payments:

#### 1. Availability of funds:

Payments for all services provided pursuant to this Agreement, are contingent upon the availability of County, State, and matching Federal funds.

Upon notification that funds are no longer available for this Agreement, the County may elect to terminate this Agreement upon notification to the Contractor. In such occurrence, the County is not obligated to provide alternate sources of funding to continue this Agreement. The County will reimburse approved services provided by the Contractor prior to notification, after notification and unless authorized by the County no additional services may be provided or will be reimbursed.

#### 2. Method and Rate of Payment:

In full consideration of services provided by Contractor pursuant to this Agreement, the County shall make payments to Contractor, not to exceed the amount identified in the variable information table, and in the manner and rate specified in Exhibit "B", Method and Rate of Payment, attached hereto and by this reference incorporated herein.

#### 3. Responsibility for Audit Exceptions:

It being understood by the parties hereto that the County's funding source herein is both a County and State appropriation, and it being further understood that Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with an audit exceptions by appropriate State or County audit agencies occurring during the performance of this Agreement. Contractor also agrees to pay to County the full amount of County's liability to the State Government resulting from said audit exceptions that result from a breach of this Agreement.

### C. General Provisions:

#### 1. Right of Termination:

Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.

#### 2. Right to Monitor and Audit:

County, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes. County will notify Contractor within five (5) days of any potential Federal and/or State exception(s) discovered during such examination. Where such findings indicate that program requirements are not met, and Federal participation in this program may be imperiled, such written notification will constitute County's intent to terminate this Agreement in the event that corrections are not accomplished by Contractor within thirty (30) days.

#### 3. Availability and Retention of Records:

Contractor shall maintain and preserve all records related to this Agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for a period of three (3) years from the effective date of this Agreement, or until all State audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments' personnel, including the State Auditor General.

4. Confidentiality:

Contractor agrees to require his/her employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the CDSS Manual of Policies and Procedures to assure that:

- a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
- b. No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.
- c. No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- d. Contractor agrees to provide written notice to County Program Liaison within 30 days of Contractor suspecting or having full knowledge of a breach in client confidentiality.

5. Liaison Personnel:

The parties to this Agreement agree that, unless otherwise indicated in writing have primary responsibility for liaison and coordination of activities required to carry out this Agreement are identified in the variable information table on page one of this Agreement.

6. Addresses:

All correspondence, notices, claims, etc., will be addressed to the identified addresses in the variable information table on page one of the Agreement. Any other contact information shall be provided below:

7. Hold Harmless:

Contractor - Additional Contact		County - Additional Contact	
Name/Title		Name/Title	
Address		Address	
City, State & ZIP		City, State & ZIP	
Telephone		Telephone	
Facsimile		Facsimile	
Email		Email	

The Contractor shall indemnify and hold harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants.

The duty of the Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Contractor to indemnify the County, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. Insurance:

The Contractor shall maintain for the duration of the Agreement the insurance coverages, limits of coverage, and other insurance requirements as listed in Exhibit "C", Standard Insurance Requirements, which is attached here to and by this reference incorporated herein.

9. Non-Discrimination:

The Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person. The Contractor will comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60). The Contractor agrees to comply with the requirements as listed in the Assurance of Compliance form Exhibit "D", Assurance of Compliance, which is attached here to and by this reference incorporated herein.

10. Independence of Contractor Personnel Action:

The Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County of Butte.

11. Licensing or Accreditation:

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

12. Consideration on Termination:

The County may terminate this Agreement and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be retained by the County.

13. Program Evaluation and Quality Control:

- a. Contractor shall conduct regular reviews of the quality and utilization of services provided pursuant to this Agreement. Such reviews shall be conducted and documented for each recipient of service at regular intervals during the course of service.
- b. Contractor shall submit activity reports to County concurrent with the billing cycle as outlined in Exhibit B or as specified in the Description of Services agreed upon in Exhibit A. Written report(s) shall provide a detailed description of the activities pursuant to this Agreement. Contractor shall include in said report numbers of persons served and numbers of hours of service provided.

14. Assignability of Agreement:

Without the written consent of the County, this Agreement is not assignable by Contractor either in whole or in part.

15. Access to Information and Data:

Without infringing upon the rights of the client/Contractor's confidentially, the County will have access to any file or record kept by the Contractor on any client receiving services within the scope of this Agreement for purposes of data-gathering and analyzing the service given and the overall service results.

In addition, in the event the Contractor loses its corporate standing or should decide to discontinue its program, copies of all files and records maintained pursuant to this Agreement will become the property of the County.

16. Subcontract:

Without the written consent of the County, this Agreement may not be subcontracted within whole or in part. Any subcontract entered by the Contractor shall be subject to the applicable requirements of Division 10 of the State Department of Social Services' Manual of Policies and Procedures, and this Agreement. Contractor shall be responsible for performance of any subcontractor.

17. Alterations of Agreement:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. All modifications are subject to prior approval of the County.

18. Time:

Time is the essence of this agreement.

19. Law Governing Agreement:

This Agreement shall be governed and construed in accordance with all of the laws of the State of California, in addition to any cited herein. Any action regarding the terms of this Agreement or the breach thereof shall be brought and tried in the County of Butte.

20. Affirmative Action:

Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Fair Employment Practices Act and any other Federal or State laws pertaining to equal employment opportunity, and that it shall not discriminate against any employee or applicant on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person in matters pertaining to recruitment, hiring, upgrading, transfer, compensation or termination.

21. The County will take such action with respect to Contractor as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the County becomes involved in, or is threatened with, litigation with the Contractor as a result of such direction by the State, the County may request in writing to the State who, in turn, may request the United States to enter into such litigation to protect the interests of the State and the United States.

22. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by:

(1) signing the Letter of Assurance, attached and incorporated herein as Exhibit D, or

(2) developing a plan for compliance to be submitted to the Section 504 Coordinator, Butte County Department of Employment and Social Services, as soon as possible, but not later than by the end of the Fiscal Year covered by this Agreement.

23. Contractor shall develop, and make known to recipients the procedure for presenting grievances or complaints regarding services. This shall include informing recipients of their rights to a State Hearing.

24. Conflict of Interest:

- a. Contractor and Contractor's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- b. This provision does not run exclusively to County; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, Contractor shall immediately advise County so that the potential conflict can be eliminated or avoided.
- c. This Agreement is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described on Exhibit "E", Other County Contracts, which is attached here to and by this reference incorporated herein.
- d. Contractor understands and will adhere to the County's policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Chief Administrative Officer in writing.

## EXHIBIT A

## DESCRIPTION OF SERVICES

Contractor will provide Transitional Housing Placement – Plus (THP - Plus) Program to include provision of affordable housing and comprehensive supportive services for up to 24 months to help former foster care and probation youth, ages 18 to 24, make the successful transition from foster care, or other out of home placement, to independent living.

A. Only those young adults who meet all of the following criteria are eligible to participate in Butte County's Transitional Housing Placement -Plus (THP-Plus) Program:

1. THP-Plus participants are young adults who emancipated from foster/probation care, are at least 18 years of age and are not yet 24 years of age, and who were eligible for participation in the Independent Living Program (ILP) while in foster/probation care.
2. Former foster/probation youth who meet eligibility criteria as set forth in the California Department of Social Services (CDSS) Manual of Policies and Procedures, Section 90-913, can participate in the THP – Plus Program for a maximum of 24 months.
3. THP-Plus participants must design and pursue the goals approved by the County, utilizing the CDSS approved STEP/THP-Plus Transitional Independent Living Plan (TILP), which shall be reviewed and updated, at a minimum, on an annual basis.

B. Contractor will do the following:

1. Provide transitional housing and supportive services to a maximum of ten eligible participants in accordance with State approved County and Program plans, which, at a minimum, include all the certification standards outlined in CDSS Manual of Policies and Procedures, Section 30-920.
2. Utilize apartments, single-family dwellings, condominiums or host families where participants may continue to live following emancipation.
3. Afford participants the opportunity to keep their household furnishings following emancipation.
4. Locate suitable and safe housing near public transportation lines, and in areas with adequate educational, vocational and employment opportunities.
5. Collaborate with the County Independent Living Program regarding referrals to THP-Plus.
6. Utilize client satisfaction surveys a minimum of one time per year to gauge client satisfaction and measure identified goals and outcomes.
7. Participate in quarterly THP-Plus Program oversight meetings with program providers, ILP representative and County liaison staff.
8. Provide program reports on a monthly basis to the County ILP program and the County THP-Plus liaison; provide information and data required for annual report to CDSS; and participate in the THP-Plus Tracking Program.

Sixty-days prior to the end of the term of the Agreement a reassessment may be made and a new contract negotiated if there is a need to continue services. It is the Contractor's responsibility to remain within the term and amount of the Agreement. If the term or the amount is exceeded, the Contractor may not be reimbursed.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per Exhibit B.

## EXHIBIT B



## METHOD AND RATE OF PAYMENT

Rate of Service is outlined in the below table, not to exceed \$445,680 which is also identified in the variable information table on page one of the agreement.

Rate of service for THP – Plus services are outlined as follows:

<b>Contract Term</b>	<b>Service Component</b>	<b>Maximum per month</b>	<b>Maximum</b>
July 1, 2013 through June 30, 2015	THP – Plus	\$18,570.00	\$445,680.00
<b>TOTAL:</b>			<b>\$445,680.00</b>

**Monthly costs for a maximum of ten (10) participants per month shall not exceed an annual maximum amount of \$222,840.00. For partial months, the monthly rate shall be prorated for the individual in the program for only part of the month based on the number of days that participant is in the program for that month.**

**The total amount for these contracted services shall not exceed \$445,680.00.**

The County shall make payments to the Contractor upon receipt of a Butte County Claim for Professional Services form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The name(s) of clients served shall be attached or listed on the claim form.

In order for the Department to complete the billing for the fiscal year, Contractor shall submit an estimated claim form for the month of June by June 15<sup>th</sup>. Then by July 15<sup>th</sup>, the Contractor shall submit an adjusted claim to reflect the actual claim for services provided in June.

Completed claim forms shall be sent to the Project Coordinator at the address indicated on page one of this Agreement in the variable information table.

## EXHIBIT C STANDARD INSURANCE REQUIREMENTS

**Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:**

### *MINIMUM SCOPE OF INSURANCE*

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

### **B. MINIMUM LIMITS OF INSURANCE**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and

volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

#### **D. OTHER INSURANCE PROVISIONS**

##### **1. General liability insurance policies shall be endorsed to state:**

- a.) The County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) 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 the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

#### **E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

#### **F. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

#### **G. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

3/26/13

EXHIBIT D  
ASSURANCE OF COMPLIANCE  
WITH  
THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY  
ASSISTED PROGRAMS

Youth for Change

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HEREBY AGREES THAT it will comply with Title VI and VII 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 ©, (h) (1), (l), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, 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 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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(Date)

(Signature and Title of Authorized Official)

## EXHIBIT E

### OTHER COUNTY CONTRACTS

List all contracts that you have with county agencies.

#### **Youth For Change County Contracts 12/13**

Program
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AAFCC  
FARE  
HAP - MHSA  
Homeless Census  
Link  
Mental Health  
SB163 Wraparound  
THP+