

**PERSONAL SERVICES SUBAWARD BETWEEN THE COUNTY OF SHASTA  
AND  
NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS**

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

**Section 1. DEFINITIONS**

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

- A. **CalWORKs** means California Work Opportunity and Responsibility to Kids program, which provides temporary cash aid and employment services to needy families with children. The program offers supportive services, including child-care, transportation and other services necessary for a successful transition from welfare to work.
- B. **CDSS** means the California Department of Social Services.
- C. **Chafee Educational and Training Vouchers (ETV) Program** provides resources specifically to meet the educational and training needs of Title IV-E eligible foster youth. Per the All County Information Notice (ACIN), Number I-11-11, issued on March 30, 2011 by the California Department of Social Services (CDSS) the Chafee ETV Program provides grants up to \$5,000 per year to current and former foster youth to use for higher education or technical training.
- D. **Corrective Action Plan ("CAP")** is submitted pursuant to Section 2.G. by Subrecipient when the expected outcomes prescribed in Section 2 of this Subaward, were not achieved. The CAP shall include, but not be limited to:
  - (1) an explanation of why the expected outcomes were not achieved;
  - (2) what circumstances and/or trends led to not achieving the expected outcomes;
  - (3) the action steps to be taken to ensure the expected outcomes are achieved during the next quarter;
  - (4) the name(s) of the Subrecipient's staff responsible for monitoring the progress; and
  - (5) the date progress is to be reviewed by County.
- E. **Emancipated Youth Stipends** are special needs stipends for emancipating foster youth. As explained in All County Letter (ACL) Number 00-84, issued on December 19, 2000 by CDSS, the following are the seven expenditure categories of allowable costs that may be paid at County discretion from the Emancipated Youth Stipends: 1) Transportation Costs; 2) Work Required Costs; 3) Contracted Services Costs; 4) Health Services Costs; 5) Costs Related to the Child(ren) of

Emancipated Youth; 6) Housing Assistance Costs; and 7) Emancipated Youth Aftercare Costs.

- F. **General Educational Development (GED)**, means the national test that may be taken by persons who are eighteen years of age or older, or who meet specific criteria for testing at age seventeen. The GED test is administered statewide through 215 educational agencies, including adult schools, county offices of education, and community colleges. The exam is offered in both English and Spanish. Examinees who pass the test receive a High School Equivalency Certificate from the State of California and an Official Report of Test Results.
- G. **Independent Living Program (“ILP”)** is a program, authorized under Title 42 of the United States Code, Section 677, “John C. Chafee Foster Care Program for Successful Transition to Adulthood”. The program is administered by counties with oversight by CDSS and works toward the following purposes and goals: (1) to support eligible Youth in their transition to adulthood through transitional services such as assistance in obtaining a high school diploma and post-secondary education, career exploration, vocational training, job placement and retention, training and opportunities to practice daily living skills (such as budgeting and financial management training), substance use disorder prevention, and preventive health activities (including smoking avoidance, nutrition education, and reproductive health education); (2) to help Youth achieve meaningful, permanent connections with a caring adult; (3) to help Youth engage in age or developmentally appropriate activities, positive youth development; (4) to provide financial, housing, counseling, employment, education, and other appropriate support and services to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood; and (5) to make available vouchers for education and training, including postsecondary training and education.
- H. **National Youth in Transition Database (“NYTD”)** means the database administered by the Administration for Children and Families (“ACF”) and requires all states to: (1) collect information on each youth, aged 17 to 21, who receives ILP services paid for, or provided by the state, and to transmit the information semiannually to ACF; and (2) collect demographic and outcome information on certain Youth in foster care whom the state will follow over time to collect additional outcome information. The information collected will allow ACF to track which ILP services states provide, and to assess the collective outcomes of Youth. States receive fiscal penalties for noncompliance with the data collection requirements. Incentive payments are provided to Youth completing surveys as directed by CDSS.
- I. **Subrecipient** means a non-federal entity receiving a Subaward from a pass-through entity to carry out part of a federal program.

- J. **Transitional Independent Living Plan (TILP)** means the written service plan created in the Child Welfare Services/Case Management Services (CWS/CMS) electronic record system based on the Youth's individual needs and goals that identifies a particular Youth's current level of functioning, emancipation goals, and the specific skills needed to prepare the Youth to live independently upon leaving foster care. The TILP is mutually agreed upon by the Youth and Youth's County social worker/probation officer. The TILP describes the programs and services, including employment and savings, as appropriate, based on an assessment of the individual Youth's skills and abilities, that will help the Youth prepare for transition from foster care to independent living.
- K. **Youth** - means an eligible youth participating in ILP services, which includes:
- (1) Youth age 14 up to age 16, currently a dependent or ward in foster care, as determined by County;
  - (2) Youth age 16 up to the day prior to their 21<sup>st</sup> birthday, meeting one of the following criteria:
    - a) Youth are/were a dependent or ward in foster care at any time between their 16th and 19th birthdays.
    - b) Youth placed in out-of-home care by a tribe or tribal organization between their 16th and 19th birthdays.
    - c) Youth is/was a former dependent who entered into a kinship guardianship at any age and received a Kinship Guardianship Assistance Payment (Kin-GAP) after the age of 16.
    - d) Youth is/was a former dependent who entered into a non-related legal guardianship after attaining age 8 and is receiving permanent placement services.

## **Section 2. RESPONSIBILITIES OF SUBRECIPIENT**

- A. Pursuant to the terms and conditions of this Subaward, Subrecipient shall:
- (1) Comply with **SUBAWARD COMPLIANCE** requirements herein attached and incorporated as **EXHIBIT A**.
  - (2) Maintain an ILP that provides the following core services for each eligible Youth. Core services shall be provided based on identified needs and goals as documented in each Youth's TILP including, but not limited to:
    - a) Education, including: skill development, assistance and referrals to obtain literacy skills, high school diploma/GED, and post-secondary education experiential learning, and computer skills;

- b) Career development, including: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement, and retention;
- c) Assistance and referral to promote health (including mental health) and safety skills including, but not limited to, substance use disorder prevention, smoking cessation, reproductive health education, and nutrition education;
- d) Referral to, and coordination with, available mentors and mentoring programs, as appropriate;
- e) Daily living skills, including: information on and practical, hands-on experiences and training in financial management and budgeting; personal responsibility skills; self-advocacy; household management; consumer and resource use; Nutrition and access to a drop-in center that offers snacks and tutoring for those in need. and obtaining vital records;
- f) Financial resources, including: information and referrals regarding financial assistance. Financial assistance, could include, but is not limited to, incentives, stipends, savings and trust fund accounts, educational/vocational grants, CAL-Grants, the Chafee ETV Program, Employment Development Departments, One-Stop Career Centers, Workforce Investment Act funding and programs, other employment programs and other forms of public assistance such as, CalWORKs, CalFresh, and Medi-Cal; and
- g) Housing information, including, but not limited to, training and referrals about transitional housing programs; federal, state and local housing programs; and landlord/tenant issues.

(3) Provide additional services including, but not limited to:

- a) Administer the Ansell-Casey Life Skills Assessment (ACLSA-IV) to each Youth at least annually during each Youth's participation in ILP. The ACLSA-IV shall be administered within the first six months of a Youth beginning ILP services. A copy of each ACLSA-IV administered shall be provided to each Youth's social worker or probation officer;
- b) Assist with the development and implementation of each Youth's TILP, including goal setting and planning with each Youth;
- c) Maintain regular communication and coordination with each Youth's assigned County social worker/probation officer;
- d) Coordinate transportation for each Youth receiving ILP services, to and from ILP activities, on an as-needed basis;
- e) Coordinate ILP services for each Youth with other providers, including, but not limited to, California Youth Connection, Wraparound, private businesses and organizations, other local

- agencies, including but not limited to: County's Health and Human Services Agency (HHSA) mental health services, HHSA's substance use disorder services, HHSA's Public Health, County's Probation Department, and the Shasta County Office of Education;
- f) Coordinate with agencies in other counties for the provision and documentation of ILP services for County Youth residing in other counties and for the provision and documentation of ILP services to Youth from other counties residing in Shasta County;
  - g) Maintain regular communication with Youth receiving ILP services, engage them in current ILP services and activities using bulletins, ads, texting, and other media strategies;
  - h) Outreach to and aftercare services for Youth residing in group homes and short term therapeutic residential placements and Youth who have exited from the County foster care or Probation systems and are no longer eligible for ILP services, including development of exit plans and identification of ongoing support person or mentor for Youth;
  - i) When requested by County, plan for and host trainings, conferences, and retreats for Youth, community/agency providers of ILP services, and caregivers/supervisors of Youth;
  - j) Participate in County and community advisory boards and committees that address ILP issues, as requested by County;
  - k) Coordinate ILP activities and services with the Foundation for California Community Colleges and with Shasta College;
  - l) Assist pregnant or parenting Youth to obtain prenatal, perinatal, and/or parenting services;
  - m) Refer Youth to housing programs, substance use disorder, mental health, and general health programs and services, as appropriate;
  - n) Offer services to meet the needs of Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Youth;
  - o) Assist each Youth in establishing at least one life-long connection.
  - p) Encourage participation by Youth in the local chapter of California Youth Connection and work with the regional representative of the local chapter of California Youth Connection and each Youth's adult supports to increase networking and leadership capacity building for Youth;
  - q) Meet with each Youth who are willing to participate in the voluntary program a minimum of once per month to review progress towards completion of Youth's TILP goals;
  - r) Assist Youth identified to participate in NYTD surveys, including but not limited to, access to computers and NYTD internet websites;
  - s) Purchase and distribute gift cards, with a face value between \$25 and \$100 as directed by the County pursuant to Section 4.E., to be used as incentive payments for Youth who participate in the federally mandated NYTD surveys. Gift cards to retailers that permit the purchase of alcohol, tobacco, ammunition, and firearms

- shall expressly be prohibited. Have Youth present original printed NYTD receipt as proof of participation to receive incentive payment, and submit original NYTD receipt to County with invoice;
- t) Distribute and monitor Emancipated Youth Stipends to eligible Youth. Ensure that expenditures are made within the categories of allowable costs as explained in ACL 00-84 and CDSS regulations. Ensure that annual expenditure of Emancipated Youth Stipends do not exceed the budgeted amount of \$6,997.00 per County Fiscal Year and a total Agreement budget line amount of \$20,991. Subrecipient shall consult with County regarding any unusual special needs Emancipated Youth Stipend requests prior to any such payments.
  - u) Possess and maintain a comprehensive understanding of the issues related to Commercially Sexually Exploited Children (CSEC) and ensure the following:
    - (1) Subrecipient staff and Youth understanding of CSEC signs of exploitation and reporting requirements;
    - (2) Subrecipient staff and Youth attendance in CSEC related trainings, workshops, and community meetings, as appropriate;
    - (3) Provide transportation assistance for Youth to attend CSEC trainings; and
    - (4) Incorporate CSEC information into existing trainings for Youth, as appropriate;
- (4) For Shasta County Youth in placements outside of Shasta County, within 15 days of notice of placement, notify the ILP coordinator of the host county where the Youth resides and send a copy of the Shasta County Youth's signed TILP to the host county ILP coordinator in order to request ILP services. In the counties where Shasta County ILP Youth are placed, Subrecipient shall assist host county ILP coordinators to provide and document ILP services that address each individual Shasta County Youth's needs as prescribed in their TILP.
  - (5) Provide the core services as prescribed in Section 2.A.(2) of this Subaward to any Youth placed in Shasta County where there is a signed TILP received from the Youth's county of residence. Subrecipient shall maintain a list of Youth placed in Shasta County from another county who are receiving services and provide data and reports concerning such Youth as requested by the county of origin.
- B. Subrecipient shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this Subaward. Subrecipient shall provide a copy of Subrecipient's Grievance Procedures to County for review and approval prior to

providing services pursuant to this Subaward. Subrecipient shall report all client grievances, and the nature thereof, in writing to the County's HHSA Behavioral Health and Social Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Subrecipient shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.

- C. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this Subaward receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- D. Take reasonable steps to prevent the illegal use of Subaward funds. Subrecipient agrees to notify County of any suspected illegal use of Subaward funds. Subrecipient shall meet with County or its delegate for consultation when there is suspected illegal use of funds.
- E. Acknowledge the funding source of all activities undertaken pursuant to this Subaward by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."
- F. Comply with the following reporting requirements:
  - (1) Collect and track ILP programmatic and Youth participant data as required by CDSS to complete all required reports, including but not limited to, the annual ILP Narrative and ILP statistical reports to CDSS, and the National Youth in Transition Database ("NYTD") data collection and annual Youth participant surveys, and other data reporting as may be required by CDSS, and/or County. Provide ILP programmatic and Youth participant data to County immediately upon request of County.
  - (2) Submit to County the following monthly report to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us) no later than the 15th of each month, for the preceding -month:
    - a) A written narrative report, as prescribed by County, summarizing Subaward-related activities of the previous month including, number of Youth Participating in activities by age group, discussion of objectives that were met, program challenges and suggestions for mitigating the challenges, discussion of referral and activity statistics, discussion of why Youth are accepting or declining ILP services, suggestions for improvement to ILP and ILP accomplishments, and CSEC activities;

- b) An individual progress report for each Youth provided ILP services pursuant to this Subaward, in a format approved, in advance, by County;
  - c) A list of all Shasta County Youth currently receiving ILP services in a county other than Shasta County. This list shall include the name of the Youth, the county providing service, the date the referral was received, which services are being provided, and whether the Youth was seen at least once each month; and
  - d) A list of all Youth from other counties receiving ILP services from Shasta County. This list shall include the name of the Youth, the county of origin, date the referral was received, which services are being provided and whether the Youth was seen at least once each month.
- (3) Subrecipient shall submit final reports, for services rendered for the final month by the 15<sup>th</sup> day of the month following the final month this Subaward was in effect.
- G. In the event Subrecipient does not achieve one or more of the expected outcomes identified in this Section of this Agreement, Subrecipient shall within two weeks after the identified underachieved outcome develop a CAP and submit it via email to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us). The CAP shall remain in place for a minimum of one year or until Agreement expires, and Subrecipient shall provide quarterly CAP updates to County throughout. Subrecipient's failure to substantially comply with the terms of this clause and/or any duties described in the CAP shall result in a 10 percent reduction of the total compensation under this agreement. County's election to impose the terms and conditions contained within this clause shall be in addition to and in no way limits County's available remedies resulting from Subrecipient's breach of the terms and conditions of this agreement.
- H. As required by Government Code section 7550, each document or report prepared by Subrecipient for or under the direction of County pursuant to this Subaward shall contain the numbers and dollar amount of the Subaward and all subcontracts under the Subaward relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the Subaward or subcontracts, the disclosure section may also contain a statement indicating that the total Subaward amount represents compensation for multiple documents or written reports. Subrecipient shall label the bottom of the last page of the document or report as follows: department name, Subaward number, and dollar amount. If more than one document or report is produced under this Subaward, Subrecipient shall add: "This [document or report] is one of [number] produced under this Subaward."

### **Section 3. RESPONSIBILITIES OF COUNTY**



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

- A. Compensate Subrecipient as prescribed in sections 4 and 5 of this Subaward.
- B. Provide Subrecipient with written notification of gift card incentive amount by cohort age group and data collection period for the NYTD survey.
- C. Provide Subrecipient with a list of Youth eligible to receive an incentive for participation in the NYTD survey.
- D. Monitor Subrecipient's performance to assure compliance with the terms, conditions, and specifications of the Subaward.

#### **Section 4. COMPENSATION**

- A. Subrecipient shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- B. In accordance with the Budget and Budget Narrative, attached and incorporated herein as **EXHIBIT B** of this Subaward, County shall pay to Subrecipient a maximum of \$199,947 for County Fiscal Year 2023/2024, \$205,945 for County Fiscal Year 2024/2025, and \$212,123 for County Fiscal Year 2025/2026 for all reasonable and necessary costs in accordance with Title 2, Subtitle A, Chapter II, Part 200, Subpart E, "Cost Principles" and Title 45, Subtitle A, Subchapter A, Part 75, Subpart E, "Cost Principles" of the Code of Federal Regulations, for satisfactorily providing services pursuant to this Subaward.
- C. In no event shall the maximum amount payable under this Subaward exceed \$618,015.00.
- D. Administrative costs shall not exceed 10% of wages in accordance with the BUDGET, EXHIBIT B.
- E. Subrecipient shall be reimbursed the cost of gift cards, as the gift cards are distributed. Each gift card is to have a face value between \$50 and \$100, as directed by the County pursuant to Sections 2.A.(3).s. and 3.B. Gift cards to retailers that permit the purchase of alcohol, tobacco, ammunition and firearms will not be reimbursed. Gift card purchases shall not exceed \$3,000 per County Fiscal Year and total gift card purchases under this Agreement shall not exceed \$9,000.
  - (1) Subrecipient shall maintain **Gift Card Tracking Log, Exhibit D**, attached and incorporated herein, and when requesting reimbursement, shall provide completed log with the related monthly invoice documents.

- F. County will not compensate Subrecipient for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Subrecipient. The HHSA Director or HHSA Branch Director may approve, in writing and in advance, changes in any line item budgeted expenses in the Budget up to a maximum of 10 percent between categories within each line item budget expense or across budget categories provided the maximum compensation specified in Section 4.D. of this Subaward is not exceeded. The HHSA Director, or HHSA Branch Director, must provide prior written approval by way of an amendment to this Subaward pursuant to Section 8.B. for budget adjustments which are (1) in excess of 10 percent of the total Budget Category and do not cause an increase to the maximum amount payable under this Subaward, or (2) across existing Budget Categories.
- G. Subrecipient's violation or breach of Subaward terms may result in fiscal penalties, including but not limited to, withholding of compensation, or termination of Subaward.

## **Section 5. BILLING AND PAYMENT**

- A. Subrecipient shall submit to Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15<sup>th</sup> day of each month for services rendered in the preceding month, in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Subrecipient for services rendered and costs incurred, accompanied by an **INVOICE/EXPENDITURE REPORT, EXHIBIT C**, attached and incorporated herein, original receipts, and gift card log. County shall make payment within 30 days of receipt of Subrecipient's correct and approved statement or invoice. Subrecipient shall submit a final Invoice/Expenditure Report, accompanied by original receipts, for services rendered for the final month or portion thereof that this Subaward was in effect, by the 15<sup>th</sup> day of the following month, and County shall make payment of the final correct and approved invoice by the 30<sup>th</sup> day of that following month.
- B. For the purposes of compensation in accordance with the Budget, the following shall apply:
- (1) **Direct Costs.**
    - a) Wages and Benefits related to the program or services provided pursuant to this Subaward shall be directly charged by itemizing name, title of staff, rate of pay per time period, number of time periods, and total for the month.
    - b) Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this Subaward shall be directly charged at actual cost.
  - (2) **Indirect Costs.**  
Indirect costs related to the program or services provided pursuant to this

agreement that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this agreement, shall be billed in compliance with 2 CFR §§ 200.412 and 200.414 and 45 CFR §§ 75.412 and 75.414.

(3) **Capital Assets.**

For the purposes of this Subaward, a “Capital Asset” is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with Subaward funds require the prior written approval of County. In addition, all Capital Assets, capital expenditures, and all other property and services purchased with Subaward funds, shall be procured specifically for this Subaward and shall benefit Independent Living Program services exclusively. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of Capital Assets purchased with Subaward funds. All Capital Assets purchased with Subaward funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any Capital Asset purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any Capital Asset purchased with Subaward funds. Subrecipient shall, at Subrecipient’s sole expense, within 10 days of County’s demand, return all Capital Assets demanded by County.

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

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

(including software), purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- (5) Compensation under this Subaward shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Subrecipient's compensation under this Subaward (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Subrecipient relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- (6) Should County, or the state or federal government, disallow any amount claimed by Subrecipient, Subrecipient shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- (7) The provisions of this Section 5 shall survive the termination, expiration, or cancellation of this Subaward.

#### **Section 6. TERM OF SUBAWARD**

The term of this Subaward shall begin July 1, 2023 and end June 30, 2026. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal years unless or until County's Board of Supervisors appropriates funds for this Subaward in County's budget for that County fiscal year. In the event that funds are not appropriated for this Subaward, then this Subaward shall end as of June 30 of the last County fiscal year for which funds for this Subaward were appropriated. For the purposes of this Subaward, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Subrecipient in writing of such non-appropriation at the earliest possible date.

#### **Section 7. TERMINATION OF SUBAWARD**

- A. If Subrecipient materially fails to perform Subrecipient's responsibilities under this Subaward to the satisfaction of County, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipient's responsibilities under this Subaward, or if Subrecipient violates any of the terms or provisions of this Subaward, then County shall have the right to terminate this Subaward for cause effective immediately upon the County giving written notice thereof to Subrecipient. If termination for cause is given by County to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this Subaward without cause on 30 days written notice to Subrecipient.
- C. County may terminate this Subaward immediately upon oral notice should funding cease or be materially decreased during the term of this Subaward.
- D. County or Subrecipient may terminate this Subaward immediately upon oral notice should County or Subrecipient not be able to comply with the obligations of this Subaward due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by the Board of Supervisors, unless otherwise delegated when approved.
- F. Should this Subaward be terminated, Subrecipient shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Subaward in a format acceptable to County.
- G. If this Subaward is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE SUBAWARD; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This Subaward supersedes all previous Subawards relating to the subject of this Subaward and constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Subaward, Subrecipient relies solely upon the provisions contained in this Subaward and no others.
- B. No changes, amendments, or alterations to this Subaward shall be effective unless in writing and signed by both Parties. In addition to Section 4.E. of this Subaward, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Subaward and do not cause an increase to the maximum amount payable under this Subaward may be agreed to in writing between Subrecipient and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Subaward are for reference purposes only and shall not affect the meaning or construction of this Subaward.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Subaward and the provisions of any of this Subaward's exhibits or appendices, the provisions of this Subaward shall govern.

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

Inasmuch as this Subaward is intended to secure the specialized services of Subrecipient, Subrecipient may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Subaward shall not be deemed to be a waiver of any other breach.

**Section 10. EMPLOYMENT STATUS OF SUBRECIPIENT**

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

**Section 11. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Subaward by Subrecipient, or by any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Subrecipient shall also, at Subrecipient's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County,

its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Subaward by Subrecipient, or any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Subrecipient's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Subaward.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Subrecipient's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Subrecipient's evidence of insurance coverage required by this agreement does not in any way relieve Subrecipient's from its obligations under this Section.

## **Section 12. INSURANCE REQUIREMENTS**

Without limiting Subrecipient's duties of defense and indemnification:

- A. Subrecipient and any subcontractor shall carry Commercial General Liability Insurance and other coverage necessary to protect County and the public with limits of \$2 million per occurrence or claim. Such coverage shall:
- (1) Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
  - (2) Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (3) Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
  - (4) Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- B. Subrecipient and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Subrecipient has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
  - (1) Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
  - (2) Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Subrecipient and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this subaward.
- D. Subrecipient shall carry Professional Liability Errors and Omissions Insurance, applicable to the Subrecipient's profession and the services/work being performed with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Subrecipient shall carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.
- F. Subrecipient shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceed the coverage requirements imposed upon Subrecipient by this agreement.
- G. With regard to all insurance coverage required by this Subaward:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of



this subaward; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Subrecipient or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Subrecipient to fund the self-insured retention or deductible.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Subrecipient or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this subaward and continue coverage for a period of three years after the expiration of this subaward and any extensions thereof. In lieu of maintaining post-subaward expiration coverage as specified above, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the coverage for claims received and reported three years after the expiration date of this subaward.
- (3) In the event that coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
- (4) Subrecipient hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Subrecipient may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
- (5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this Subaward shall be applicable to County.
- (6) Before the effective date of this Subaward, Subrecipient shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this Subaward; for purposes of verification of Subrecipient meeting insurance requirements of this Subaward, County reserves the right to require any policies, declarations, endorsements, and other documentation.
- (7) Coverage required herein shall be in effect at all times during the term of this Subaward, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to

transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.

- (8) In the event any insurance coverage expires at any time during the term of this Subaward, Subrecipient shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Subaward or for a period of not less than one year. In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Subaward, County may, in addition to any other remedies it may have, terminate this Subaward upon the occurrence of such event.
- (9) For any claims related to this Subaward, Subrecipient's coverage shall also be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Subrecipient's coverage and shall not contribute with it.
- (10) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

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

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient's performance under this Subaward and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Subrecipient shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B. Any dispute between the Parties, and the interpretation of this Subaward, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

- A. Subrecipient shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Subaward.
- B. Subrecipient shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by

Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

- C. Subrecipient recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- D. Subrecipient shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. Subrecipient shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Subrecipient shall:
  - (1) Require each of Subrecipient's employees, volunteers, Subrecipients, subcontractors, and agents performing services under this Subaward mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - (2) Establish procedures to ensure reporting of child abuse or neglect even when Subrecipient's employees, volunteers, Subrecipients, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F. Subrecipient shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Subrecipient shall:
  - (1) Require each of Subrecipient's employees, volunteers, Subrecipients, subcontractors, and agents performing services under this Subaward mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Subrecipient's employees, volunteers, Subrecipients, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- G. Subrecipient certifies that they, their principals, affiliates or subcontractors that receive any federal funds in connection with this Subaward are and will continue

to be in good standing with the federal government (Executive Order 12549, Title 2 e-CFR 200.212 and Title 45 e-CFR 75.212) and are not:

- (1) Debarred or suspended from federal financial assistance programs and activities;
- (2) Proposed for debarment;
- (3) Declared ineligible; or
- (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.

- H. Subrecipient shall not use any funds under this Subaward to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress, or any other level, of government through the use of other resources (see 45 CFR Part 93)
- I. No funds or compensation received by Subrecipient under this Subaward shall be used by Subrecipient for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- J. In addition to any other provisions of this Subaward, Subrecipient shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Subrecipient's noncompliance with the provisions of this section.

**Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

- A. Subrecipient hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (“CFR”) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person

shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Subrecipient hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services ("CDSS") Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Subrecipient agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Subrecipient as long as Subrecipient is receiving federal or state funding pursuant to the Subaward in which this Assurance of Compliance is included.

## **Section 16. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Subaward for the purpose of auditing or examining the activities of Subrecipient or County. Except where longer retention is required by federal or state law, Subrecipient shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B. Subrecipient shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Subaward. Subrecipient shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Subaward. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies

charged with the administration of programs related to the work or services to be provided pursuant to this Subaward.

- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Subaward. Subrecipient agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Subaward if evidence exists of less than full compliance with this Subaward including, but not limited to, exercising a right of set-off against any compensation payable to Subrecipient.

**Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

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

**Section 18. LICENSES AND PERMITS**

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

**Section 19. PERFORMANCE STANDARDS**

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

**Section 20. CONFLICTS OF INTEREST**

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

**Section 21. NOTICES**

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

If to County: Director of Mental Health  
Behavioral Health and Social Services  
Attn: Contracts Unit  
1313 Yuba Street  
Redding, CA 96001  
Phone: (530) 225-5757  
Fax: (530) 225-5190

If to Subrecipient: Director  
Northern California Youth and Family Programs  
2577 California Park Drive  
Chico, CA 95928  
Phone: (530) 893-1614  
Fax: (530) 893-5026

- B. Any oral notice authorized by this Subaward shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Subaward, any written or oral notices on behalf of the County as provided for in this Subaward may be executed and/or exercised by the County Executive Officer.

## **Section 22. SUBAWARD PREPARATION**

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

## **Section 23. COMPLIANCE WITH POLITICAL REFORM ACT**

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

## **Section 24. PROPERTY TAXES**

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

#### **Section 25. SEVERABILITY**

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

#### **Section 26. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Subrecipient or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Subrecipient or its subsidiaries.

#### **Section 27. CONFIDENTIALITY**

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

#### **Section 28. CONFIDENTIALITY OF CLIENT INFORMATION**

All information and records obtained in the course of providing services under this Subaward shall be confidential, and Subrecipient and all of Subrecipients employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to client's rights shall be adhered to. No list of services of persons receiving services under this Subaward shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this Subaward.



**Section 29. SCOPE AND OWNERSHIP OF WORK**

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

**Section 30. USE OF COUNTY PROPERTY**

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

**Section 31. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

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. Civ. 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.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Subrecipient have executed this Subaward on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this Subaward and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
PATRICK H. JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

DAVID J. RICKERT  
Clerk of the Board of Supervisors

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

Approved as to form:  
GRETCHEN M. STUHR  
Interim County Counsel

DocuSigned by:  
By: *Kimberly R. H. Lewis*  
347EB95AD66F426...

Name: Kimberly R. H. Lewis

Date: 11/06/2023 | 11:00 AM PST

Title: Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
By: *James Johnson*  
0DBC25FD751A456...

Name: James Johnson

Date: 11/06/2023 | 8:48 AM PST

Title: Risk Management Analyst III

**SUBRECIPIENT**

DocuSigned by:  
By: *Eve Nash*  
9B75290FCDDA4DE...

Name: Eve Nash

Date: 11/06/2023 | 6:52 AM PST

Title: Executive Director

Tax I.D.#: On File

**EXHIBIT A****SUBAWARD COMPLIANCE****A. DEFINITIONS.**

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

- (1) **Catalog of Federal Domestic Assistance Number (“CFDA#”)** means the identifying grant number.
- (2) **Data Universal Numbering System Number (“DUNS#”)** means the unique nine-digit identification **number** assigned to the Subrecipient.
- (3) **Federal Award Identification Number (“FAIN”)** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- (4) **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- (5) **Subrecipient** means the **non-federal entity** (e.g, state or local government, or a nonprofit organization) receiving a Subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

**B. UNIFORM GUIDANCE PERTAINING TO FEDERAL AWARDS**

- (1) Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

**C. AUDIT REQUIREMENT**

- (1) Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;

- (2) Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant’s report of Agreed Upon Procedures applied to the program expending the Subaward.
- (3) Submit financial reports and supporting documentation to County annually within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

**D. SUBAWARD IDENTIFYING INFORMATION**

Federal Awarding Agency and Office	Department of Health and Human Services
FAIN	1901CACILP
Grant Title	John H. Chafee Foster Care Program for Successful Transition to Adulthood
Program Description	Independent Living Program
CFDA#	93.674
Subrecipient	Northern California Youth and Family Programs
DUNS#	364 424 424

Budget and Budget Narrative

## EXHIBIT B

Shasta County Health & Human Services Agency				N. CA Youth and Family Programs	
1313 Yuba Street		2577 California Park Drive			
Redding, CA 96001		Chico, CA, 95928			
		Multi-Year Service Budgets			
Budget		Budget Period	Budget Period	Budget Period	Total
Category		07/01/23-06/30/24	07/01/24-06/30/25	07/01/25-06/30/26	Budgeted Costs
Personnel/Position	FTE				
Program Manager	1.00	67,000.00	70,350.00	72,461.00	209,811.00
Case Workers	1.00	40,000.00	41,200.00	42,436.00	123,636.00
Fringe Benefits		40,400.00	44,440.00	49,329.00	134,169.00
Total Salary and Benefits		147,400.00	155,990.00	164,226.00	467,616.00
Operating Expenses					
Office Expenses/Supplies		1,000.00	1,000.00	1,000.00	3,000.00
Utilities/Communications		2,100.00	2,100.00	2,100.00	6,300.00
Mileage/Transportation		4,300.00	4,300.00	4,300.00	12,900.00
Training/Conferences		1,500.00	1,500.00	1,500.00	4,500.00
In Care		17,950.00	14,903.00	12,520.00	45,373.00
CSEC		5,000.00	5,000.00	5,000.00	15,000.00
Total Operating Expenses		31,850.00	28,803.00	26,420.00	87,073.00
Other Expenses					
EYS		6,997.00	6,997.00	6,997.00	20,991.00
NYTD		3,000.00	3,000.00	3,000.00	9,000.00
Total Other Expenses		9,997.00	9,997.00	9,997.00	29,991.00
Total Expenses		189,247.00	194,790.00	200,643.00	584,680.00
Administrative Cost		10,700.00	11,155.00	11,480.00	33,335.00
(Not to exceed 10% of Modified Total Direct Costs)					
Totals		\$199,947.00	\$205,945.00	\$212,123.00	\$618,015.00

**EXHIBIT B****Budget and Budget Narrative****Budget Narrative for Shasta ILP****Personnel/Position**

Program Manager- The Program Managers Salary to aid in assistance of coordination for the ILP Program and services offered.

Case Workers- Part of an Employee's salary to help with case management and to assist in coordination of efforts and reports.

Fringe Benefits- Taxes, Health benefits, workers compensation, insurance

**Operating Expenses**

Office Expenses /Supplies- Including but not limited to postage, paper, pencils, pens, folders, locking case files, bathroom supplies, light bulbs, staples, post it notes, etc.

Utilities/Communications- Water, alarm, power, garbage, maintenance, phones, cell phones and website hosting fees.

Mileage/Transportation- Mileage for ILP staff, transportation expense for rental of U-Haul etc.

Training/Conferences- Purchase materials including but not limited to literature, documents, as well as in person training for staff to attend trainings and conferences both in the area and out of the area. Transportation to and from training and conferences.

In Care- Used to enhance services provided to youth. Purchasing items for youth such as clothing for work, Purchase items to celebrate birthdays, graduations, other milestones , coffee and refreshments to build rapport and relationship with the youth.

CSEC- (Commercial Sexual Exploitation of Children) - Used for food for workshops, items for raffle baskets, materials for the CSEC course including handouts/ other educational materials, markers for journaling, journals, stress balls and sensory items, safety items such as rape prevention whistles, various other supplies for the workshops in addition to ongoing training expenses and certification fees for trainers and youth for the program that is utilized by youth, staff, and resource families.

**Other Expenses**

EYS- (Emancipated Youth Stipends)-Issuance of stipends in accordance with All Counties Letter No. 00-84 pertaining to the purchase of items for youth to support work related costs which include, training, clothing and/or uniforms, tools, professional/union dues, costs incurred due to the job/interview process, and vocational/educational assessments.

Issuance of stipends in accordance with All Counties Letter No. 00-84 to support the costs of emergency transportation assistance and resources, contracted services, health services, expenses related to child(ren) of emancipated youth, housing assistance and/or household items (associated with a safe and functioning living space), and Emancipated youth aftercare costs.

NYTD- (National Youth in Transition Database)- Purchase and distribute grocery store gift cards, with a face value between \$25 and \$100, or issue a check to youth ages 17, 19 and 21 as directed by county to be used as incentive payments for ILP Youth who participate in the federally mandated NYTD surveys.

**Administrative Cost**-Included but not limited to reimbursement for work performed by Director, HR, Bookkeeper, Support staff.

EXHIBIT C

NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS  
INVOICE / EXPENDITURE REPORT

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

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

Check for final Invoice / Report☐

Date of Report

Term of Contract:  
Period of Report

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

Invoice Total \$0.00

Prepared by: (type name here)

Date

Telephone #

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

Authorized Fiscal Signature

Date

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

**EXHIBIT D****Gift Card Tracking Log**

*	Date Purchased	Purchased by	Type	Amount	Card #	Date Issued/Returned	Issued by	Purpose	Recipient Name	Recipient Signature
1										
2										
3										
4										
5										
6										
7										
8										
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11										
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