Vendor#       Exhibit A

OFFICE OF MARY C. BARLOW

Kern County Superintendent of Schools

*Advocates for Children*

**AGREEMENT FOR**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE**

**KERN COUNTY NETWORK FOR CHILDREN**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;**

**COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN’S TRUST FUND;**

**PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

(Kern County Superintendent of Schools, as administrative agent for the Kern County Child

and Family Services Agency –      )

THIS AGREEMENT is made and entered into this       day of      , 20     , by and between the Kern County Superintendent of Schools as the administrative agent for the Kern County Child and Family Services Agency, (hereinafter “KCFSA”) established through a Joint Powers Agreement between the County of Kern and the Kern County Superintendent of Schools, (hereinafter collectively referred to as “AGENCY”), and the       (hereinafter “CONTRACTOR”), whose principal place of business is,      .

**W I T N E S S E T H:**

WHEREAS:

a. The County of Kern (hereinafter “COUNTY”) has been designated by the State of California Department of Social Services (hereinafter “CDSS”) as having the responsibility to administer funds made available for distribution under the Child Abuse Prevention, Intervention and Treatment (hereinafter “CAPIT”), Community Based Child Abuse Prevention (hereinafter “CBCAP”), Children’s Trust (hereinafter “Trust”), and Promoting Safe and Stable Families (hereinafter “PSSF”) programs; and

1. COUNTY has designated KCFSA as the administrative agent for CAPIT projects funded under AB 1733 and AB 2994; CBCAP projects funded under the Keeping Children and Families Safe Act of 2003 (P.L. 108-36); and, PSSF projects funded under the Federal Omnibus Budget Reconciliation Act of 1993 (PL 103-66); and
2. KCFSA has been designated by the Board of Supervisors as the administrative agent for the Kern County Network for Children (hereinafter “KCNC”), and KCNC is the planning body for Kern County’s CAPIT, CBCAP, Trust, and PSSF funding; and
3. KCFSA has been awarded Child Welfare Services Outcome Improvement Project (hereinafter “CWSOIP”) and Families First Transition Act Fund (herein after “FFTA”) funds that support the goals set forth in Kern’s Child Welfare Services FY 2022-2027 Self Improvement Plan; and
4. KCFSA has been awarded Proposition 10 (hereinafter “Prop. 10”) funds by the Kern County Children and Families Commission (hereinafter “COMMISSION”) to provide Differential Response services; and
5. CONTRACTOR is qualified, staffed and equipped to provide services in accordance with the provisions of this agreement; and
6. It is to the mutual benefit of the parties to enter into an agreement to memorialize the terms of their agreement hereunder.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This Agreement shall become effective as of July 1, 20      and shall remain in effect until June 30, 20     , unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF CONTRACTOR

The duties of CONTRACTOR shall include, but not necessarily be limited to, the scope of work described in Exhibit “A”, which is attached hereto and made a part hereof, and to remain ready, willing and able to provide services to all children who are at risk of abuse or neglect in compliance with the following:

1. Priority for CONTRACTOR’S services shall be given to children who have been referred by the County of Kern’s Department of Human Services as a result of abuse or neglect allegations. CONTRACTOR agrees to keep the County of Kern’s Department of Human Services informed about its services and activities under this Agreement.
2. CONTRACTOR’S program shall be culturally and linguistically appropriate to the population and geographical area it serves.
3. CONTRACTOR shall provide Differential Response services that include assistance to CalWORKS Welfare to Work (WTW) clients, who have open Differential Response cases or pending Differential Response referrals to assist them with fully complying with WTW program requirements;
4. CONTRACTOR shall provide Differential Response services that include, but are not limited to:
   1. Use the CalSAWS system, provided by the County of Kern’s Department of Human Services to screen for common clients, who have WTW case plans and/or sanctions.
   2. Assist WTW clients to eliminate barriers resulting in the sanctions by providing case management services.
   3. Provide clients with assistance that encourages client participation in assigned WTW case plan activities.
   4. Inform WTW Social Workers of the status of Differential Response services provided to a common client, including when a case is opened, closed or services are refused.
5. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code section 11165 (k). This responsibility shall include, without limitation, the requirement that each employee, volunteer, consultant or agent performing services under this agreement who are required by Penal Code section 11166 (a) to report child abuse or neglect shall sign a statement that he or she knows of the reporting requirements and will comply with them. CONTRACTOR shall establish procedures and provide training to ensure reporting even when employees, volunteers, consultants or agents who are not required to report child abuse under Penal Code section 11166(a) gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.
6. CONTRACTOR shall maintain accurate and complete financial records of costs and operating expenses that shall reflect the actual cost of the services provided.
7. CONTRACTOR shall maintain a Social Solutions ETO Sub-License, comply with the terms and conditions set forth, and fully utilize the software.
8. CONTRACTOR shall provide quarterly and annual reports to AGENCY, utilizing Social Solutions ETO software and forms required by the AGENCY and COMMISSION, as applicable.
9. CONTRACTOR agrees to comply with all requirements of the AGENCY and COMMISSION, including practices, policies and procedures now in effect, or yet to be established, for providing services and/or monitoring, reporting, and evaluating CONTRACTOR’S performance and for payment of CONTRACTOR’S actual cost of providing the services herein described. The AGENCY and COMMISSION shall apply policies and procedures developed after the date of this Agreement prospectively from the date of their adoption.
10. CONTRACTOR shall actively recruit and engage community members and consumers of services as participants in the planning, implementation, and evaluation of said services.
11. CONTRACTOR shall initiate and maintain contact with other public and private agencies responsible for organizing and delivering children’s services in the area served by the CONTRACTOR. Whenever possible, these organizations shall be included in the implementation and evaluation of this grant.
12. CONTRACTOR shall initiate and maintain contacts with existing local family preservation and child abuse prevention, intervention, and treatment programs or networks and shall take appropriate action to become an active participant in the local federal Promoting Safe and Stable Families program as well as the local state Child Abuse Prevention, Intervention and Treatment and County Self Assessment planning processes.
13. CONTRACTOR shall comply with all County, State, and Federal program guidelines, mandates and requirements.
14. COMPENSATION

As compensation for all services to be provided by CONTRACTOR, AGENCY shall pay CONTRACTOR a maximum payment in the amount of       ($     ) as described in Exhibit “B”, which is attached hereto and made a part hereof. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.

1. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit monthly to AGENCY an invoice for reimbursement of allowable expenditures incurred in the previous month. Costs claimed under this Agreement are subject to Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

A. All invoices shall be submitted with original signature in a form approved by AGENCY and shall include:

* 1. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget, supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.
  2. A simplified worksheet that explains how salary charges on invoices were calculated and lists employees by name, position, location and amount charged.
  3. Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed AGENCY’s rates that are in effect at the time the expense(s) is/are incurred.
  4. Copies of invoices submitted to CONTRACTOR from subcontractors.
     1. CONTRACTOR shall adjust from its billings to AGENCY all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR’s billings under this Agreement. CONTRACTOR shall refund AGENCY for all costs related to this Agreement which are disallowed by CDSS as a result of audit findings or insufficient funds available from the State.
     2. CONTRACTOR shall comply with all audit exceptions by appropriate federal, State, COMMISSION, and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to AGENCY pertaining to the services required by this Agreement.
     3. Invoices shall be sent to AGENCY for processing by the twenty-fifth (25th) calendar day of the month following the month in which services were rendered during the months of July through May, and by the 20th of the month of July for approved expenses incurred during the month of June. Invoices that are submitted late may not be eligible for payment. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice by AGENCY.
     4. AGENCY reserves the right to withhold payment if CONTRACTOR falls behind schedule or submits substandard work. In the event CONTRACTOR fails to remedy substandard work or work that has fallen behind schedule within seven (7) days after receiving written notice of deficiency, AGENCY reserves the right to withhold payment of an amount corresponding to the value of the substandard work or the work that has fallen behind schedule until corrected.
     5. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget line item accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by CONTRACTOR and prior written approval by AGENCY.

1. REPRESENTATIONS

CONTRACTOR makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

A. CONTRACTOR has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

1. CONTRACTOR does not have any actual or potential interests adverse to AGENCY or COMMISSION, nor does CONTRACTOR represent a person or firm with an interest adverse to AGENCY with reference to the subject of this Agreement; and
2. CONTRACTOR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.
3. ASSIGNMENT

CONTRACTOR shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior written approval of AGENCY.

1. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is in fact and law, an independent CONTRACTOR and not an agent or employee of AGENCY or COMMISSION. CONTRACTOR has and retains the right to exercise full supervision and control over the manner and methods of providing services to AGENCY under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR’s employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

1. IMMIGRATION REFORM AND CONTROL ACT

CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). CONTRACTOR is and shall remain in compliance with IRCA and shall require in any contracts with subcontractors hired by CONTRACTOR to perform services under this Agreement that the subcontractors comply with IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR’s employees, or the employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR’S subcontractors.

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY; AGENCY's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives; and COMMISSION from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by AGENCY, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of AGENCY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

1. INSURANCE

CONTRACTOR, in order to protect AGENCY and its board members, officials, agents, officers, and employees and COMMISSION against all claims and liability for death, injury, loss, and damage as a result of CONTRACTOR’S actions in connection with the performance of CONTRACTOR’S obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the AGENCY’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate***.*** Upon request, CONTRACTOR shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The CONTRACTOR shall promptly deliver the AGENCY authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the AGENCY prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CONTRACTOR shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CONTRACTOR or AGENCY as an additional insured.

* 1. Workers’ Compensation and Employers Liability Insurance Requirement. In the event CONTRACTOR has employees who may perform any services pursuant to this Agreement, CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers’ compensation in accordance with the provisions of Section 3700 of the California Labor Code.

CONTRACTOR shall require any sub-contractors to provide workers’ compensation for all of the subcontractors’ employees, unless the sub-contractors’ employees are covered by the insurance afforded by CONTRACTOR. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, CONTRACTOR shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

CONTRACTOR shall also maintain employer’s liability insurance with limits of $1,000,000 for bodily injury or disease.

* 1. Liability Insurance Requirements:

1. CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
2. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR’S performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CONTRACTOR shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 each occurrence and $2,000,000 aggregate.
3. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least $1,000,000 each occurrence.
4. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.
5. The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the AGENCY and AGENCY’S board members, officials, officers, agents and employees and COMMISSION as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
6. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to AGENCY and must be approved by the AGENCY.
7. If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONTRACTOR, at CONTRACTOR’S option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
   1. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the AGENCY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the AGENCY.

* 1. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the AGENCY.

* 1. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The AGENCY will not accept such coverage unless the AGENCY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.

* 1. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the AGENCY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
  2. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. AGENCY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, AGENCY may purchase such required insurance coverage, and without further notice to CONTRACTOR, AGENCY shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by AGENCY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse AGENCY for the premiums and any associated costs, CONTRACTOR agrees to reimburse AGENCY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by AGENCY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

* 1. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR’S obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CONTRACTOR shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 10 days written notice by CONTRACTOR in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

1. EVALUATION

Services to be provided by CONTRACTOR shall be evaluated by AGENCY and COMMISSION, on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to CONTRACTOR. CONTRACTOR shall respond in writing to the deficiencies statement within seven (7) days from the date of receipt. Failure to remedy the stated deficiencies may result in termination of the Agreement by AGENCY. Deficiencies that may be subject to non-payment of future invoices by AGENCY shall include:

* 1. Failure to notify AGENCY and receive prior written approval for any changes to Program delivery within fifteen (15) days of change for:

1. Change in program staff.
2. Change in program services.
3. Change in service levels, locations, hours and days, and/or access for participants.
4. Change in staffing structure or work schedules for staff.
   1. Failure to notify AGENCY for written approval prior to any changes to delivery of program services.
   2. Failure to comply with Federal, State, and/or County laws, ordinances, rules and regulations.
   3. Failure to comply with AGENCY and/or COMMISSION’s policies and procedures, as applicable.
   4. Failure to request, in writing, and receive written pre-approval from AGENCY for changes to, or the addition of the line items in, the approved budget.
   5. Failure to comply with evaluation requirements.
   6. Failure to provide written assurance of required civil rights training as detailed in Paragraph 30, below.
   7. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.
5. CONTRACT DISPUTE

Should a dispute arise between CONTRACTOR and AGENCY relating to performance under this Agreement, CONTRACTOR will, prior to exercising any other remedy which may be available, provide AGENCY with written notice of the particulars of the dispute within 30 calendar days of the dispute. AGENCY will meet with CONTRACTOR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to CONTRACTOR. AGENDY will provide a written response to CONTRACTOR within 30 days of receipt of CONTRACTOR'S written notice.

1. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either CONTRACTOR or AGENCY, and if so requested by AGENCY, CONTRACTOR shall submit to AGENCY all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, AGENCY shall have no further obligation to pay for any services rendered or expenses incurred by CONTRACTOR after the effective date of the termination, and CONTRACTOR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

1. NON-APPROPRIATION

This Agreement is subject to County of Kern’s and COMMISSION’s annual appropriation processes. In the event that funds representing CONTRACTOR’S compensation and reimbursement for expenses for the services provided pursuant to this Agreement are not made available to AGENCY in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date AGENCY’s budget is approved. AGENCY will provide CONTRACTOR with notice of any action.

1. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received three (3) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to AGENCY shall be addressed as follows:

Mary C. Barlow, Superintendent

Kern County Superintendent of Schools

1300 17th Street

Bakersfield, CA 93301

Notice to CONTRACTOR shall be addressed as follows:

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

1. OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to AGENCY under this Agreement are and shall remain the property of AGENCY, and shall be returned to AGENCY upon full completion of all services by CONTRACTOR or termination of this Agreement, whichever first occurs.

1. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of AGENCY or COMMISSION relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, AGENCY may immediately terminate this Agreement by giving written notice thereof. AGENCY agrees that they are unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, CONTRACTOR may immediately terminate this Agreement by giving written notice thereof. CONTRACTOR shall comply with the requirements of Government Code Section 87100, et seq. during the term of this Agreement.

1. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

1. AUTHORITY TO BIND AGENCY

It is understood that CONTRACTOR, in CONTRACTOR’S performance of any and all duties under this Agreement, has no authority to bind AGENCY to any agreements or undertakings.

1. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

1. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of AGENCY. Forbearance or indulgence by AGENCY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. AGENCY shall be entitled to invoke any remedy available to AGENCY under this Agreement or by law or in equity despite said forbearance or indulgence.

1. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

1. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

1. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information (“**PII**”). This PII is subject to protection under State and federal law, including the Information Practices Act of 1997 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1997.
2. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.
3. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
4. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon fifteen (15) days’ notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1997, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.
5. During the term of this Agreement, the CONTRACTOR agrees to abide by the Information Exchange Agreement between the Social Security Administration (“**SSA**”) and the California Department of Health Care Services “**DHCS**”), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements (“**TSSR**”), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the CONTRACTOR agrees not to post these documents in a public viewing area including any public Internet site.** CONTRACTOR agrees to abide by all relevant requirements in the National Institute of Standards and Technology (“**NIST**”) Special Publications (“**SP**”) 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personal Identifiable Information (“**PII**”).

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR will provide a list of all employees who will have access to SSA data to the COUNTY prior to COUNTY giving CONTRACTOR access to such data.
2. CONTRACTOR and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the CONTRACTOR. CONTRACTOR will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, CONTRACTOR will provide proof of such training to the AGENCY.
3. CONTRACTOR agrees to allow the AGENCY to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA’s requirements:

* + 1. Safeguards for sensitive information;
    2. Technological safeguards on computer(s) that have access to SSA-provided information;
    3. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
    4. Continuous monitoring of the CONTRACTOR’S or agent’s network and infrastructure and assets.
    5. Compliance with all applicable TSSR and NIST guidelines.

1. CONTRACTOR will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the AGENCY for evidentiary purposes.
2. CONTRACTOR agrees no PII or PHI record will be stored outside the CONTRACTOR’S information system without approval by AGENCY. CONTRACTOR will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard (“**FIPS**”) 199 security category of the information recorded on the media. CONTRACTOR will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
3. CONTRACTOR is required to encrypt any PHI/PII information prior to transmission to the COUNTY as outlined in the TSSR and NIST guidelines. If encryption is not available, CONTRACTOR will work with AGENCY on alternate methods to receive any PII/PHI documents.
4. CONTRACTOR is required to report any breach or loss of PII/PHI within 24 hours to the AGENCY.
5. CONTRACTOR will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. CONTRACTOR will track, document, and verify media sanitization actions.
6. CONTRACTOR and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.
7. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to AGENCY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

1. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

1. COMPLIANCE WITH LAW

CONTRACTOR shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

1. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

1. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

1. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

1. NONDISCRIMINATION

Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR shall adhere to all mandated requirements described in the CDSS Manual of Policies and Procedures Chapter 21 and Exhibit “C”, Assurance of Compliance Nondiscrimination In State And Federally Assisted Programs.

CONTRACTOR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event AGENCY, COUNTY or COMMISSION is subject to any fiscal sanction or other legal remedies as a result of CONTRACTOR’S failure to comply with the requirements of this section, shall indemnify and hold harmless AGENCY, COUNTY, and COMMISSION from any such fiscal sanction or other legal remedy imposed against AGENCY, COUNTY, or COMMISSION as provided in the indemnification provisions of this Agreement. CONTRACTOR shall participate in and pay AGENCY, COUNTY and COMMISION’s costs incurred in AGENCY, COUNTY and COMMISSION’s defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred. CONTRACTOR acknowledges that the AGENCY, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, which is attached hereto and made a part hereof as Exhibit “C.” By signing this Agreement, CONTRACTOR, as a sub-recipient of such funding through AGENCY, shall be equally bound to comply with each and every requirement set forth therein.

CONTRACTOR further agrees that its staff having public contact as part of their employment shall participate in training in civil rights and cultural awareness pursuant to Division 21 of CDSS’ Manual of Policy and Procedures, as required by AGENCY.

1. AUDIT, INSPECTION, AND RETENTION OF RECORDS

CONTRACTOR agrees to maintain and make available to AGENCY and COMMISSION accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall provide AGENCY with one copy of the Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) required by law and permitted by A-133, paragraph .320(f) within one hundred eighty (180) days after the end of the organization’s fiscal year. If CONTRACTOR fails to submit an acceptable audit, the AGENCY has the authority to withhold funding until an acceptable audit is received by the AGENCY.

CONTRACTOR shall permit AGENCY and COMMISSION to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last.

CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. CONTRACTOR’S records shall describe and support the use of funds for the agreed upon program. The method used by CONTRACTOR to determine costs must confirm to Generally Accepted Government Accounting Standards. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon AGENCY and COMMISSION herein.

32. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

A. CONTRACTOR certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:

* + - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
      2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
      3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
      4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

1. CONTRACTOR shall report immediately to the AGENCY in writing any incidents of alleged fraud and/or abuse by either CONTRACTOR or CONTRACTOR’S subcontractor. CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by AGENCY.

B. The CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor’s debarment/suspension status.

33.CAPITAL ASSET EQUIPMENT

A. At termination or completion of this Agreement, CONTRACTOR shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State, County and AGENCY procedures. If said equipment is to continue to be used by CONTRACTOR, said equipment, shall remain with and continue to be used by CONTRACTOR subject to AGENCY’S written consent.

1. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
2. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
3. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
4. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
5. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

D. CONTRACTOR shall maintain an inventory list of tangible capital assets at $5,000 or more and intangible (Equipment Inventory valued between $1,000 and $4,999). Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of $1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to AGENCY:

A cumulative inventory of all property furnished or purchased by CONTRACTOR with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose.

CONTRACTOR shall record the following information when property is acquired:

1. Date acquired on site.
2. Item description (include model number).
3. Tag number or other tag identifier.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Location
7. Condition

34.LOBBYING CERTIFICATION

CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

* 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

1. NON-COLLUSION COVENANT

CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with AGENCY. CONTRACTOR has received from AGENCY or COMMISSION no incentive or special payments or considerations related to the provision of services under this Agreement.

1. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to AGENCY, COMMISSION and CONTRACTOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of AGENCY and CONTRACTOR that any such person or entity, other than AGENCY, COMMISSION or CONTRACTOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

1. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

1. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

**[Remainder of this page is intentionally left blank.]**

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

|  |  |
| --- | --- |
|  | **MARY C. BARLOW** |
| **CONTRACTOR** | **KERN COUNTY SUPERINTENDENT OF SCHOOLS** |
|  | **AGENCY** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name: | Signatory Name: |
| Title: | Title: |
| Address: | Address: 1300 17th Street, Bakersfield, CA 93301 |
|  | Acct: 01-932-5810-0-7299.00-8100-9200-00-0000-000  01-935-7810-0-7299.00-8100-9200-00-0000-000 |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

APPROVED AS TO FORM

Office of County Counsel

By:

Deputy County Counsel

KCSOS Ref #22022

**Exhibit A**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;**

**COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN’S TRUST FUND;**

**PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND**

**CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

**FY 20      – 20      Differential Response Services – Service Area**

**Scope of Work**

**Project Name:**

**Exhibit B**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;**

**COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN’S TRUST FUND;**

**PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND**

**CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

**Budget**

**FY 20      - 20**

**AGENCY:**

**PROJECT TITLE:**

**TOTAL AMOUNT:**

**Exhibit C**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;**

**COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN’S TRUST FUND;**

**PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND**

**CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

**ASSURANCE OF COMPLIANCE**

**NONDISCRIMINATION IN STATE**

# AND FEDERALLY ASSISTED PROGRAMS

      (hereinafter “CONTRACTOR”)

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability 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 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 CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

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Date Contractor’s Signature

CR-49 Assurance of Compliance Rev. 11.07