

AGREEMENT FOR SERVICES #4532  
AMENDMENT I  
Child Abuse Prevention Council Activities

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This Amendment I to that Agreement for Services #4532, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Office of Education, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide coordinator services to the Child Abuse Prevention Council on behalf of the Health and Human Services Agency, in accordance with Agreement for Services #4532, dated June 9, 2020, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add a prevention planning project to the scope of work, and increase the maximum compensation by an additional \$10,000 of said Agreement, hereby amending **Article I, "Scope of Services", Article III, "Compensation", and Article IV, "Maximum Obligation"**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article VIII, "Contractor to County", Article X, "Independent Contractor/Liability", Article XIII, "Default, Termination, and Cancellation", and Article XXI, "Nondiscrimination"**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XXXIV, "Force Majeure", Article XXXV, "Electronic Signatures", and Article XXXVI, "Counterparts"**; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to Agreement #4532; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4532 shall be amended a first time as follows:

1) **Article I, “Scope of Services”** shall be amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to provide the staff, supplies, and equipment necessary to assist with the development of a Comprehensive Prevention Plan as required by the Families First Prevention Services Program on behalf of the County of El Dorado Health and Human Services Agency (HHSa). Contractor shall:

- A. Assist with the development of the Capacity Assessment, using the State provided templates when applicable, to determine the Title IV-E agency and community partners capacity, motivation for change, and level of readiness for successful implementation of the comprehensive prevention strategies.
- B. Assist with the development of the Readiness Assessment, using the State provided templates when applicable. The Readiness Assessment is comprised of nine domains.
- C. Assist with Asset Mapping and Needs Assessment to assist with the selection of prevention strategies and Evidence Based Practices. The mapping should include a review of relevant demographics and other data or information that will help agencies to understand the service needs of the county. Use any State provided templates when applicable.
- D. Provide results of the Capacity Assessment, Readiness Assessment and Asset Mapping and Needs Assessment to HHSa to help the Agency and partners identify the candidate groups and/or other priority populations and prevention strategies that will be included in the Comprehensive Prevention Plan.

The activities to be performed by CAPC in order to provide the above services are listed in the following Table 1.3 :

Table 1.3

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
1. Plan, coordinate, and/or conduct activities related to the development of the Comprehensive Prevention Plan as required by the Family First Services Prevention Program.	Activities include but are not limited to the following: <ul style="list-style-type: none"> <li>• Capacity Assessment</li> <li>• Readiness Assessment</li> <li>• Asset Mapping and Needs Assessment</li> </ul>	Due by December 1 <sup>st</sup> unless extension approved by Contract Administrator in advance

Travel Expenses: For travel necessary for the performance of services under this Agreement, travel expenses, including but not limited to mileage, meals, and lodging, shall be in accordance with the current "Board of Supervisors Policy D-1", Issue date 12/13/2016, and as amended thereafter, attached hereto as Exhibit D, and which may be found in the Board of Supervisors Policy Manual:

<https://www.edcgov.us/Government/Auditor-Controller/accountingformsandprocedures/Documents/BOS%20Travel%20Policy.pdf#search=travel%20policy%20travel%20policy>

2) **Article III, "Compensation for Services"** shall be amended in its entirety to read as follows:

### **ARTICLE III**

**Compensation for Services:** For services provided herein, Contractor shall submit original invoices to the CAPC Executive Committee for review and approval and forward original invoices to HHSA for reimbursement by the County for the provision of services required by this Agreement as follows:

- A. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for service(s). The original invoice shall act as an unsworn declaration that its contents have been reviewed and approved by Contractor.
- B. Invoices with "white-out" types of corrections will not be accepted.
- C. An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit E marked "Child Abuse Prevention Council Coordinator Invoice" incorporated herein and made by reference a part hereof.
- D. Contractor shall submit invoices to the CAPC Executive Committee no later than fifteen (15) days following the end of a "service month," except those invoices for the month of May shall be submitted no later than ten (10) days after the end of May.
- E. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I "Scope of Services."
- F. The CAPC Executive Committee shall review, and forward original invoices approved for reimbursement to County for County payment to Contractor no later than ten (10) days after receipt of said invoices, except those invoices for the month of May shall be submitted to County no later than five (5) days after CAPC Executive Committee's receipt of said invoice.
- G. Failure by the CAPC Executive Committee to submit invoices by the 25<sup>th</sup> of the month following the end of a service month shall result in a significant delay in payment.
- H. Failure by the CAPC Executive Committee to submit invoices by June 15 for the month of May may result in a reduction in the amount of CBCAP and PSSF funds available under this Agreement due to said funds being claimed on a "cash" basis.
  1. June invoices shall be applied to the following year allocation (e.g., June 2020 invoices will be applied toward the fiscal year 2020-21 allocation.)
- I. Invoices received and accepted from Contractor by the CAPC Executive Committee or from the CAPC Executive Committee by County shall not be deemed evidence of allowable Agreement costs.
- J. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) from the CAPC Executive Committee identifying services rendered.

- K. Funds shall be paid to Contractor only to the extent that such funds are available from the California Department of Social Services (CDSS). Said funds shall be used to pay only approved expenditures made in accordance with the requirements of California Welfare and Institutions Codes Sections 18965-18968 and 18980-18984. Said funding shall include but shall not be limited to:
1. The annual CBCAP allocation, which shall be used for Child Abuse Prevention Month Activities and Community Child Abuse Prevention Education. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV "Maximum Obligation."
  2. The PSSF Family Support allocation, which shall be used for Parent Leadership Development and Strengthening Families-Protective Factors Framework and Family Support. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV "Maximum Obligation."
  3. CAPIT allocation, which shall be used for Child Abuse Prevention, Intervention, and Treatment activities as well as Community Hub activities. The annual Community Hub allocation is itemized in the funding chart. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV – "Maximum Obligation." Further, pursuant to WIC 18961, Contractor must provide documentation to demonstrate the existence of a ten (10) percent cash or in-kind match that will support the goals of CAPIT. Cash is defined as an expense that will be directly incurred by the Contractor. For example, a salaried employee spending a portion of his/her time, for which s/he is paid, on a project, is considered "cash." If the employee is not paid for their time, rather they are donating their time, this is considered "in-kind." Equipment purchased specifically for an initiative may be included in the cash match, whereas equipment already owned may not. Any equipment proposed to be used as a match must be pre-approved in writing, by the Contract Administrator. Cash need not be from an external source. The match should be documented and verifiable from Contractor's records. No more than ten (10) percent of the funds may be used for administrative costs.
  4. CCTF funding, which shall be used for all other expenses hereunder, is budgeted for \$20,000 per fiscal year, with an understanding that there is additional fund balance available that may be made available should a special project be identified and agreed upon. Annual CCTF funding shall not exceed \$20,000 unless an additional project is approved in writing by CAPC Executive Committee and Contract Administrator but shall never exceed the maximum contractual obligation as stated in Article IV "Maximum Obligation."
  5. Family First Transition Act (FFTA) grant funding, which shall be used for all comprehensive prevention planning activities, is budgeted for \$10,000 for fiscal year 2022-2023.
- L. Travel expenses for CAPC authorized attendance at conferences, trainings, and events shall be reimbursed in accordance with Exhibit D.
- M. Any equipment acquired with funds under this Agreement shall be deemed the property of County. Upon termination of this Agreement, Contractor shall return said property to County.
- N. The CAPC Executive Committee shall pre-approve all event budgets and shall have final approval over all ensuing invoices prior to submittal to County for reimbursement. For the purposes hereof, the billing and reimbursement limits for services specifically listed under Article I "Scope of Services" or Article III "Compensation for Services" shall be as follows:

Table 3.2 (Rev. June 2022) - Fiscal year 2022-2023 Approved Budget.

\*Supersede previous submitted table.

<i>Service</i>	<i>Funding Source</i>	<i>Annual Maximum Not To Exceed Amount</i>	<i>Match Requirement</i>
Coordination Salary and Benefits	CCTF	\$13,570.00	No Match
Materials, Supplies, Rent, Utilities, IT support and Equipment	CCTF	\$4,030.00	No Match
Conference Mileage - Coordinator	CCTF	\$200.00	No Match
Conference Mileage – CAPC Members	CCTF	\$200.00	No Match
Child Abuse Prevention Month Activities (including, but not limited to Champions for Children, Kid’s Expo, and Child Abuse Prevention Month Campaign)	CCTF	\$1,500.00	No Match
Child Abuse Prevention Education	CBCAP	\$28,500	No Match
Community Hub activities, services, staff salary and benefits	CAPIT	\$60,000	Match Required
Family Support	PSSF	\$20,000	No Match
Special Projects - CAPC Approved	CCTF	\$2,000	No Match
Community Prevention Plan	Family First Transition Act Grant (FFTA)	\$10,000	No Match
<b>TOTAL</b>		<b>\$140,000</b>	

Request to reallocate funding across the budget line items listed above may be submitted to County no more than one (1) time during any fiscal year (defined as July through June) and must be received by HHSA no later than April 15 of the fiscal year in question. Reallocation of funding requires written authorization by HHSA Contract Administrator no later than April 30 of the same fiscal year.

Contractor shall submit billing invoices for CAPC approval to the following address:

CAPC Chair, El Dorado County Child Abuse Prevention Council  
 Attn: Elizabeth Blakemore  
 6767 Green Valley Road  
 Placerville, CA 95667

CAPC Chair shall submit billing invoices to the following address:

**Invoices:**

It is a requirement of this Agreement that Contractor shall submit an original similar in content and format with Exhibit E, attached hereto and incorporated by reference herein. HHS Authorizations or other written authorizations for services shall be attached to invoices.

***Please Send Invoices to:***

County of El Dorado  
Health and Human Services Agency  
Attn: Finance Unit  
3057 Briw Road, Suite B  
Placerville, CA 95667-5321

***with emailed copy to:***  
SSCWSinvoice@edcgov.us

Please include the following details in the subject line:  
Contract #, Service Month, Description/Program

3) **Article IV, “Maximum Obligation”** shall be amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$440,000 for all of the stated services during the term of the Agreement.

Furthermore, spending from each of the below funding sources shall not exceed the stated Annual contract term limit.			
FUNDING SOURCE	Annual amount per funding source	*Fund balance	Total
CCTF	\$20,000	\$40,000*	\$100,000*
CAPIT	\$60,000		\$180,000
CBCAP	\$30,000		\$90,000
PSSF	\$20,000		\$60,000
FFTA	\$10,000		\$10,000

\*CCTF Fund balance: Total includes \$40,000 for potential additional activities. Additional activity expenses may occur with approval by both the CAPC Executive Committee and the Contract Administrator, up to the limit of the available fund balance.

For the identified activities funded by CCTF, the annual maximum shall be \$20,000 unless approval received for an additional project as stated above.

\*FFTA funds are available in FY 22-23 for completion of the identified Comprehensive Prevention Planning activities.

4) **Article VIII, “Contractor to County”** shall be amended in its entirety to read as follows:

**ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor’s responsibilities or hinder Contractor’s performance of services hereunder, unless County’s Contract Administrator, in writing, authorizes that agreement or sharing of information.

5) **Article X, “Independent Contractor/Liability”** shall be amended in its entirety to read as follows:

**ARTICLE X**

**Independent Contractor/Liability:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf

6) **Article XIII, "Default, Termination, and Cancellation"** shall be amended in its entirety to read as follows:

### **ARTICLE XIII**

#### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.



The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

7) **Article XXI, "Nondiscrimination"** shall be amended in its entirety to read as follows:

## **ARTICLE XXI**

### **Nondiscrimination:**

A) County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of

the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B) Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C) Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102. Contractor shall comply with Exhibit G, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit G upon request by County.

8) **Article XXXIV, "Force Majeure"** is hereby added to read as follows:

**ARTICLE XXXIV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

9) Article XXXV, "Electronic Signatures" is hereby added to read as follows:

**ARTICLE XXXV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, 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 any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

10) Article XXXVI, "Counterparts" is hereby added to read as follows:

**ARTICLE XXXVI**

**Counterparts:** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #4532 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Leslie Griffith  
Leslie Griffith (Jul 29, 2022 1:14:49 PDT)  
Leslie Griffith, MSW  
Assistant Director, Child Welfare Services  
Health and Human Services Agency

Dated: 07/29/2022

**Requesting Department Head Concurrence:**

By: Daniel Del Monte  
Daniel Del Monte (Jul 29, 2022 12:59 PDT)  
Daniel Del Monte  
Interim Director  
Health and Human Services Agency

Dated: 07/29/2022

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #4532 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/16/22  
By: [Signature]  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: [Signature] Dated: 8/16/22  
Deputy Clerk

-- CONTRACTOR --

El Dorado County Office of Education  
A Public Agency

By: [Signature] Dated: 08/03/2022  
Edward Manansala (Aug 3, 2022 07:39 MDT)  
Ed Manansala  
Superintendent  
"Contractor"

**EXHIBIT G**  
**“VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS”**

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NAME OF VENDOR/RECIPIENT: **El Dorado County Office of Education**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

08/03/2022

Date



Signature

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

(DDP)

EDCOE - CAPC

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