

THIS AGREEMENT is entered into on _____, between the CHILD AND FAMILY POLICY INSTITUTE OF CALIFORNIA (hereinafter referred to as CFPIC), and Tulare County (hereinafter referred to as CONTRACTOR), with reference to the provision of the Youth Engagement Project (YEP) in Tulare County.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective on the date first above written and shall expire on June 30, 2021 unless otherwise terminated as provided in this Agreement.
2. **SERVICES:** CONTRACTOR agrees to provide services as requested by CFPIC per attached **EXHIBIT A**.
3. **TRAVEL:** CONTRACTOR is entitled to short-term per diem for travel related to work in execution of the services agreed upon in Exhibit A. CONTRACTOR shall maintain and supply proof of automobile insurance if using personal vehicle for travel related to this Agreement.
4. **PAYMENT:** It is mutually agreed that the CFPIC shall pay CONTRACTOR no more than a total of \$13500.00 for all services rendered under this Agreement. Expenses for other services or materials not herein listed are neither authorized nor reimbursable. CONTRACTOR shall submit for CFPIC approval a detailed invoice describing work performed. All payments under this Agreement shall be made in accordance with CFPIC's normal payment cycle. CONTRACTOR will not charge, and CFPIC will not pay, any late fee or other late payment penalty.
5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
6. **INDEPENDENT CONTRACTOR STATUS:**
 - a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFPIC.
 - b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under the Agreement that they are not employees of CFPIC. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CFPIC shall have no right to control or exercise supervision over CONTRACTOR as to how the services will be performed.

As CONTRACTOR is not CFPIC's employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, CFPIC will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
 - ii. Make state or federal unemployment insurance contributions on CONTRACTOR's behalf.
 - iii. Withhold state or federal income tax from payments to CONTRACTOR.
 - iv. Make disability insurance contributions on behalf of CONTRACTOR.
 - v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent CONTRACTOR relationship, CFPIC shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.
7. **CONFIDENTIALITY:** CFPIC and CONTRACTOR desire to protect the privacy and provide for the security of confidential, sensitive and personal information in compliance with state and federal statutes, rules and regulations. CONTRACTOR shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential, sensitive and personal information it creates, receives, uses or transmits pursuant to this Agreement. CONTRACTOR shall notify CFPIC within one (1) business day by telephone call and email upon the discovery of any potential breach of confidential, sensitive and personal information and shall take prompt corrective action to mitigate the risks or damages involved with the breach of information, including any action required by applicable Federal and State laws and regulations.
8. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify CFPIC, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CFPIC property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against CFPIC by any taxing authority that an employer-employee relationship exists by any reason of this Agreement, and any claims made against CFPIC alleging civil rights violations by CONTRACTOR under Government Code Sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CFPIC for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. CONFLICT OF INTEREST:

- a. CONTRACTOR agrees to comply at all times in performance of this Agreement with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of CFPIC in which such officer, employee or contractor has a direct or indirect financial interest. A violation can occur if the officer, employee or contractor participates or influences and CFPIC decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- b. CONTRACTOR agrees that if any facts come to CONTRACTOR'S attention which raises any questions as to the applicability of the conflicts of interest laws, it will immediately inform CFPIC and provide all information needed for resolution of this question.

10. TERMINATION:

- a. The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled by law or under this Agreement:
 - i. Without Cause: CFPIC will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CFPIC will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. CFPIC will not pay lost anticipated profits or economic loss. The payment of such compensation is subject to the restrictions on payment of compensations otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.
 - ii. With Cause: This Agreement may be terminated by either party should the other party:
 - a. be adjudged bankrupt, or
 - b. become insolvent or have a receiver appointed, or
 - c. make a general assignment for the benefit of creditors, or
 - d. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - e. materially breach this Agreement.

For any of these occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of receiving written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within that five (5) day period, defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately work to embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. CFPIC will not pay lost anticipated profits or other economic loss, nor will CFPIC pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, the CONTRACTOR must pay the difference to CFPIC.


- b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain, and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by CFPIC, said termination will not affect any rights of CFPIC to recover damages against the CONTRACTOR.
 - c. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representation of CFPIC for which CONTRACTORS'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to any health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
11. **LOSS OF FUNDING**: It is understood and agreed that if the funding is either discontinued or reduced for this project for CFPIC, that CFPIC shall have the right to terminate this Agreement. In such event, CFPIC shall provide CONTRACTOR with at least thirty (30) days prior written notice of such termination.
12. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and CFPIC as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
13. **GOVERNING LAW**: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

14. **EXHIBITS:** The Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement. However, it is hereby mutually agreed and understood that, should any of the provisions of the Exhibits attached to this Agreement be contrary to any of the paragraph provisions of this Agreement, the paragraph provisions of this Agreement shall control and supersede the provisions of the Exhibits.
15. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purposes of this Agreement.
16. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation:
- a. It is recognized that both the CONTRACTOR and CFPIC have the responsibility to protect employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFPIC, in its sole discretion, has the right to require CONTRACTOR to replace any CONTRACTOR employee who provides services of any kind to CFPIC pursuant to this Agreement with other employees where CFPIC is concerned that employees or clients may have been or may be the subjects of discrimination or harassment. The right to require replacement of CONTRACTOR employees as aforesaid shall not preclude CFPIC from terminating this Agreement with or without cause as provided for herein.
17. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CFPIC is relying on the unique skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior consent of CFPIC.
18. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be selected by the parties, but in case of disagreement, the mediator shall be selected by lot among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 9/8/20

"CFPIC"
Child and Family Policy Institute of California

By: 

Title: Executive Director

Date: _____

CONTRACTOR
County of Tulare

By: _____

Title: _____

Approve As To Form:
County Counsel

By: Ameet K. Nagra 09/09/2020
Deputy

Matter No: 2020666

EXHIBIT A
Youth Engagement Project (YEP)
Scope of Work

The purpose of the Youth Engagement Project (YEP) is to create, increase and/or improve the incorporation of youth voice throughout County and Statewide Child Welfare Systems. This is achieved through the work of local teams of YEP Ambassadors (current or former foster youth) and County child welfare leaders as they collaborate on local projects relating to the child welfare system. County projects are tailored to address specific priorities in each county and provide an opportunity to build capacity for intergenerational partnership.

The Child and Family Policy Institute (CFPIC) will work in partnership with the County of Tulare (COUNTY) to implement and support the YEP.

CFPIC Responsibilities:

Provide funding to COUNTY to support the YEP County-level projects and Ambassador stipends.

Provide technical assistance to COUNTY regarding activities to support the YEP project including, youth engagement and project development and implementation.

Support Ambassadors by hosting monthly conference calls that focus on professional development, information sharing, and County and State Partner technical assistance.

Provide monthly conference calls with Statewide County Coordinators that focus on county project development cross collaboration of YEP County projects and enhanced engagement of YEP Ambassadors.

Coordinate and host two (2) YEP Statewide convening annually in Sacramento:

- One convening of YEP Ambassadors focusing on professional development, project planning and meeting with State partners to provide youth perspective (Technical Assistance) on topics, matters and subjects relating to the needs of statewide child welfare services.
- One convening with both YEP Ambassadors, County Coordinators and State partners to cross-share YEP projects, discuss strengths and challenges, and provide youth perspective (Technical Assistance) on topics, matters and subjects relating to the needs of statewide child welfare services.

COUNTY Responsibilities:

Designate a County Coordinator(s) who will be responsible for approving, implementing, and overseeing the YEP county project.

County Coordinator(s) will be responsible for identifying and engaging former or current foster youth including probation youth within the community who will provide technical assistance (TA) on a county and statewide level.

Provide Ambassador(s) with financial support for their participation in the YEP project:

- Set expectation that Ambassadors work no less than ten (10) hours per month on YEP;
- Provide compensation to Ambassadors for their participation in YEP;
 - The Ambassadors will receive reimbursement for their work on the Youth Engagement Project in the form of a stipend, which will be issued after every 10 hours of participation in the amount of \$200.
 - The County Coordinator will track the ambassador's hours, the ambassadors will verify and sign off on every 10 hours for reimbursement.
 - The County Coordinator will submit finalized timesheet for payment.
- Support Ambassadors attendance at the annual Statewide meeting by arranging and funding their travel; and
- Support Ambassadors partnership with California Department of Social Services (CDSS) when technical assistance is requested.

Work with YEP staff to complete a Youth Engagement Assessment. The assessment will be administered within the first ninety (90) days of onboarding to establish a baseline of current and active youth engagement of the county, then again after six (6) month of the original assessment. Thereafter the assessment will be administered annually.

County Coordinator will provide approximately eight (8) to ten (10) hours of support per month to the YEP project including the following activities:

- Meet with Ambassadors to develop and support the local YEP project;
- Participate in the monthly County Coordinator call with CFPIC;
- Participate in the annual Statewide Team meeting in Sacramento;
- Provide quarterly and annual reports to CFPIC outlining the County YEP activities; and
- Track and record data and outcome measures related to the County YEP project.

Submit documentation quarterly for all YEP activities related to funding of the grant.

Payment Schedule:

CFPIC will provide COUNTY \$13,500.00 to support the YEP program for the period of July 1, 2020 – June 30, 2021. COUNTY will submit invoices quarterly to CFPIC until grant amount is exhausted.