



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative	<u>Lydia Gitonga</u>
Telephone Number	<u>909.386.8314</u>
Contractor	<u>Hearts and Lives</u>
Contractor Representative	<u>Luvia Rodriguez</u>
Telephone Number	<u>909.338.3222</u>
Contract Term	<u>January 12, 2022 through June 30, 2023</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

Memorandum of Understanding Between County of San Bernardino Preschool Services Department, and Hearts and Lives

WHEREAS, The County of San Bernardino Preschool Services Department, hereinafter referred to as PSD, desires to provide Early Identification and Intervention Services (EIS) to children ages 0 to 5; and

WHEREAS, Hearts and Lives has been allocated funds by the Department of Behavioral Health to provide such services; and

WHEREAS, PSD finds Hearts and Lives qualified to provide such services; and

WHEREAS, PSD desires that such services be provided by Hearts and Lives and Hearts and Lives agrees to perform these services as set forth below;

NOW THEREFORE, PSD and Hearts and Lives mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	DEFINITIONS	3
III.	HEARTS AND LIVES SERVICE RESPONSIBILITIES	3
IV.	HEARTS AND LIVES GENERAL RESPONSIBILITIES	4
V.	PSD RESPONSIBILITIES.....	8
VI.	MUTUAL RESPONSIBILITIES	9
VII.	FISCAL PROVISIONS	9
VIII.	TERM.....	9
IX.	EARLY TERMINATION	9
X.	GENERAL PROVISIONS	9
XI.	CONCLUSION.....	10

ATTACHMENT A - COMPLAINT AND GRIEVANCE PROCEDURE

ATTACHMENT B - ASSURANCE OF COMPLIANCE

I. INTRODUCTION

This non-financial Memorandum of Understanding allows Hearts and Lives to provide Early Identification and Intervention Services to children ages 0-5 enrolled in the Head Start, Early Head Start, and State Preschool Program at the Preschool Services Department's Crestline site, for the period of December 15, 2021 through June 30, 2023.

II. DEFINITIONS

- A. Ages and Stages Questionnaire-3 (ASQ-3) – A developmental screening tool to screen young children to easily identify potential developmental delays or behavioral concerns, as early as possible and determine which children need further assessment or ongoing monitoring.
- B. Ages and Stages Questionnaire: Social Emotional (ASQ-SE) – A tool that measures the social and emotional competence of children.
- C. Child and Adolescent Needs and Strengths (CANS) Comprehensive Assessment – A tool that organizes clinical information collected during a behavioral health assessment in a consistent manner to improve communication among those involved in planning care for a child or adolescent. CANS is also used as a decision-support tool to guide care planning and to track changing strengths and needs over time.
- D. Early Identification and Intervention Services (EIIS) – A program to identify mental health concerns at the earliest age they appear. This approach also refers to finding the earliest, emerging stages of mental health needs, regardless of age.
- E. Human Services (HS) – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- F. Preschool Services Department (PSD) – PSD provides Head Start and State Preschool programs that include comprehensive child development and family services comprised of education, health, nutrition, parent involvement, and psychological services for children ages 0 to 5 and their families. The overall goal of these programs is to increase the health and school readiness of disadvantaged children and increase the self-sufficiency of low-income families. Head Start and State Preschool programs have been operating in San Bernardino County since 1965. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
- G. Recovery Plan – Services and support needed to help the family reach their treatment goal.

III. HEARTS AND LIVES SERVICE RESPONSIBILITIES

- A. Provide parents/caregivers of Head Start, Early Head Start, and State Preschool Program children with information about the EIIS program, intake form, consent for treatment form, and their privacy rights packet at PSD's Crestline site.
- B. Provide services at no cost to PSD families interested in receiving services at PSD's Crestline site.
- C. Obtain an authorization from the parents/caregivers of every participating child allowing the release of the child's treatment summary information from Hearts and Lives to PSD.

PS. Hearts & Lives may request for client's caregiver to sign a release of information form to discuss with PSD teachers and/or supervisor about client's treatment. It will be up to the client's caregiver to authorize Hearts & Lives to release client's treatment summary to PSD.

D. Provide a Behavioral Specialist that will:

1. Assist parents/caregivers to fill out the ASQ-3 and ASQ-SE screening tool.
2. Meet with children as needed to support clinician's treatment.

E. Provide a Clinician that will:

1. Meet with parents/caregivers to administer the clinical assessment and assess each child using CANS.
2. Develop the Recovery Plan, including the goals for treatment for each child.
3. Provide Individual Therapy to children and/or collateral services, as needed.
4. Be available to meet with child's parents/caregivers to provide information about treatment, follow ups, and new goals.
5. Use CANS every 90 days to evaluate each child's progress.

IV. HEARTS AND LIVES GENERAL RESPONSIBILITIES

- A. Without the prior written consent of PSD, this Memorandum of Understanding (MOU) is not assignable by Hearts and Lives either in whole or in part.
- B. Hearts and Lives agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the PSD Director through the HS Contract Representative. Any subcontractor shall be subject to the same provisions as Hearts and Lives in addition to all terms and conditions as required by County. Hearts and Lives shall be fully responsible for the performance of any subcontractor.
- C. Hearts and Lives shall not use or disclose identifying information of those receiving services pursuant to the MOU, except for statistical information that should not identify any participant, with a client's parent or guardian's written consent, PSD may use such information to help improve client's behavior, and completion of treatment goals. PSD shall not use or disclose any Protected Health Information (PHI) for any other purpose other than carrying out the Contractor's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force indefinitely even after the termination of the MOU.
- D. No PSD employee shall access the legal files maintained by Hearts and Lives. The clinician-client and work product privileges cover this information. Hearts and Lives shall protect from unauthorized use or disclosure any information learned, obtained, and or discovered while performing their duties as outlined in this MOU. With a client's parent or guardian written consent that also defines the scope of information to be released, Hearts and Lives can release information to PSD and vice versa, that is deemed important to the referral, treatment, or the completion of an assessment; however, such information remains protected under the clinician client and work product privileges as well as HIPAA. This provision will remain in force even after the termination of the MOU indefinitely.
- E. Should PSD find the need to obtain PHI about a client, they shall request the client complete the Release of Information Form provided by Hearts and Lives prior to any discussion or release regarding customer diagnosis, treatment, or outcomes. The Release of Information Form must state Hearts and

Lives can share client's protected health information with Preschool Services Department and must implicitly state any conditions and information needed.

- F. Hearts and Lives shall maintain the Complaint and Grievance Policy (Attachment A) and is in tandem with the Department of Behavioral Health with regard to parent/caregiver satisfaction. Hearts and Lives shall provide a system, approved by PSD, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- G. Hearts and Lives shall ensure that all staff and/or volunteers performing services under this MOU comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Hearts and Lives shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.
- H. Hearts and Lives shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - 1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code section 11164 et seq., to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Provision for or arrangement of training in child abuse reporting laws (Penal Code, section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training on the law within thirty (30) days of employment/volunteer activity.
- I. Hearts and Lives shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence parent/caregiver, as provided for in Penal Code section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
- J. Hearts and Lives shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.
- K. Hearts and Lives agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification – Hearts and Lives agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Hearts and Lives's indemnification obligation applies to the County's "active" as well as "passive" negligence but

does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – Hearts and Lives shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Hearts and Lives and Hearts and Lives' employees or agents from waiving the right of subrogation prior to a loss or claim. Hearts and Lives hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – Hearts and Lives agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Hearts and Lives and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – Hearts and Lives shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Hearts and Lives shall maintain such insurance from the time Hearts and Lives commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Hearts and Lives shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Hearts and Lives or County payments to Hearts and Lives will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that

heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Hearts and Lives agrees to provide insurance set forth in accordance with the requirements herein. If Hearts and Lives uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Hearts and Lives agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, Hearts and Lives shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Hearts and Lives and all risks to such persons under this contract.

If Hearts and Lives has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – Hearts and Lives shall carry General Liability Insurance covering all operations performed by or on behalf of Hearts and Lives providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Hearts and Lives is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Hearts and Lives owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Abuse/Molestation Insurance** – Hearts and Lives shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

V. PSD RESPONSIBILITIES

- A. PSD will provide a secure meeting space for services to be rendered at the Crestline site for licensed therapist. Behavioral Health Rehab Specialists may provide services alongside child in the classroom.
- B. PSD will provide an orientation to Hearts and Lives staff, at which time they will be directed on safety issues and what to do should an emergency arise at the facility during service delivery.
- C. PSD staff will integrate classroom interventions into the child’s individual education plan.

- D. PSD will provide referrals to Hearts & Lives from Crestline location.
- E. PSD will allow Hearts & Lives to hold education events with parents regarding services.

VI. MUTUAL RESPONSIBILITIES

- A. PSD and Hearts and Lives agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. PSD and Hearts and Lives agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through PSD and Hearts and Lives' mutual chain of command, as deemed necessary.
- C. PSD and Hearts and Lives agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.

VII. FISCAL PROVISIONS

There shall be no financial remuneration under the terms of this MOU.

VIII. TERM

This MOU is effective as of January 12, 2022 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the MOU or when contract/funding for EHS ends. The MOU term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The PSD Director is authorized to exercise PSD's rights with respect to any termination of this MOU. The Hearts and Lives' Director, or his/her appointed designee, has authority to terminate this MOU on behalf of Hearts and Lives.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, PSD may immediately terminate this MOU upon written notice to Hearts and Lives.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. PSD is self-insured under the laws of the State of California, and HS has sufficient policies on file to cover any liabilities. PSD and HS employees performing services covered under this agreement are County employees.

XI. CONCLUSION

- A. This MOU, consisting of 10 pages and Attachments A and B, is the full and complete document describing services to be rendered by Hearts and Lives to PSD including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this MOU to be subscribed to by the Clerk thereof, and Hearts and Lives has caused this MOU to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

Hearts and Lives

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Luvia Rodriguez

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: _____

Address 24028 lake Drive, Suite A

Crestline, CA 92325

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, County Counsel	► Becky Giroux, Contracts Manager	► Jacquelyn Greene, Director, Preschool Services Department
Date _____	Date _____	Date _____

COMPLAINT AND GRIEVANCE PROCEDURES

(Instructions: The participant is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to your caseworker (whichever is applicable).

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to Executive Director at the following address:

Hearts & Lives

PO Box 4644

Blue Jay, CA 92317-4644

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to both addresses:

County of San Bernardino

DBH – Access Unit

268 West Hospitality Lane

San Bernardino, CA 92415-0913

Preschool Services Department of San Bernardino County

662 S. Tippecanoe Avenue

San Bernardino, CA 92415-0630

ATTN: Human Resources - Confidential

You will be contacted within 10 days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood and received a copy of the San Bernardino County Human Services System Grievance Procedure.

Signature of Service Recipient

Date

ASSURANCE OF COMPLIANCE STATEMENT

ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS 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 GIVES 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 AGENCY 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 agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws 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 agency 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.

DATE

SIGNATURE

___ Hearts and Lives _____
ORGANIZATION