



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

**YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS –
INDEPENDENT LIVING PROGRAM**

GRANT AGREEMENT

By and Between

Rancho Santiago Community College District

and

Foundation for California Community Colleges

This Grant Agreement (“Agreement”) between Rancho Santiago Community College District (“District”) and the Foundation for California Community Colleges, a California nonprofit 501(c)(3) corporation (“Foundation”) is entered into this first day of July 2019 for the purpose of providing grant funding, fiscal management, and accountability for the Youth Empowerment Strategies for Success – Independent Living Program (“YESS-ILP”) operated by District’s Santa Ana College. This Agreement is made in order to facilitate an already existing agreement between the Foundation and California Department of Social Services (“CDSS”). Nothing contained in this Agreement or otherwise shall create any direct contractual relationship between CDSS and District.

This Agreement includes the following Exhibits:

EXHIBIT A: Participating College’s Core Roles and Responsibilities, and Work Plan

EXHIBIT B: Annual YESS-ILP Budget

EXHIBIT C: Confidentiality and Security Requirements

EXHIBIT D – Attachment 1: Confidentiality and Security Requirements and Training

1. GRANT FUNDING

Foundation provides centralized fiscal and administrative services to community college districts with YESS-ILP funding as set forth in this Agreement. Foundation receives funding for YESS-ILP via an agreement with California Department of Social Services (“CDSS”). Foundation is the official auxiliary foundation for the California Community College system, recognized by the Board of Governors under the provision of the California Education Code §72670.5.

District agrees to perform all its duties as grantee and to comply with all county, state, and federal laws and regulations applicable to its YESS-ILP, including, but not limited to those identified in this Agreement.

2. DUTIES OF DISTRICT AS GRANTEE

District shall:

- 2.01 Complete the tasks and requirements described in Participating College's Core Roles and Responsibilities and Work Plan, Exhibit A, attached hereto and incorporated by reference.
- 2.02 Ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures are made pursuant to this Agreement which are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circulars. District is responsible for obtaining the most recent version of all applicable OMB Circulars (costs, administration, and audits). OMB Circulars are available online at www.whitehouse.gov/omb/circulars.
- 2.03 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable county, federal, and state requirements and achievement of YESS-ILP policies, procedures, and objectives.
- 2.04 Collect, organize, and submit data on Foundation tracking tool. Program must utilize this system that allows reporting, tracking, evaluating, and monitoring of program activities. Foundation will provide forms and training on the process.
- 2.05 Adhere to established grievance procedures for the resolution of any disputes by a student participating in YESS-ILP.
- 2.06 Maintain Internet and e-mail capability.
- 2.07 Comply with all provisions of YESS-ILP design, operation, monitoring, and evaluation contained in the Grant Agreement ("Grant") between CDSS and Foundation. A copy of the Grant can be obtained by contacting the YESS-ILP Director at Foundation ("Director").
- 2.08 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); §§ 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with §30), Division 1, Title 5, California Code of Regulations; and § 613(a), Individuals with Disabilities Education Act of 1975, as amended.
- 2.09 Comply with all confidentiality provisions required by Foundation and/or CDSS via this Agreement as described in Confidentiality and Security Requirements Exhibit C, attached hereto and incorporated by reference.

3. TERMS OF GRANT

- 3.01 The term of this Agreement shall be for a period of one (1) program year; beginning **July 1, 2019** and through **June 30, 2020**. All performance under this Agreement shall be completed by June 30, 2020.
- 3.02 In order to receive complete reimbursement under this Agreement, District shall ensure that Foundation has received Year End Report and Final Monthly Reimbursement Invoice no later

than July 15, 2020. These documents shall be submitted electronically to the Program Specialist.

Holly Siino, Program Specialist
ilp@foundationccc.org

4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Exhibits, Foundation agrees to pay District a total amount not to exceed **\$22,500.00**, as set forth in Annual YESS-ILP Budget, Exhibit B, attached hereto and incorporated by reference.
- 4.02 Grant funds shall be expended only for items and amounts identified (e.g. College Reimbursements) as delivering service to YESS-ILP activities described in this Agreement.
- 4.03 Grant funds expended for the operation of this Agreement shall take place proportionately throughout the program year, and every monthly invoice shall only reflect costs incurred for the month of invoice, unless Foundation approves otherwise.
- 4.04 Monthly Reimbursement Invoices shall be submitted electronically to the Foundation on the fifteenth (15th) day following the month in which the expenditures were incurred, using prescribed forms.
 - a. Final Monthly Reimbursement shall be submitted electronically to the Foundation no later than July 15, 2020, using prescribed forms with attached receipts for all expenses with the exception of personnel costs.
- 4.05 Payments shall be made as set forth below:
 - b. Payments shall be made monthly in arrears on a cost reimbursement basis upon Foundation's receipt of the Monthly Reimbursement Invoice from District no later than the fifteenth (15th) day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
 - c. Payments made to District as specified herein shall include all taxes of any description, federal, state, and municipal, assessed against District by reason of this Agreement.
 - d. Funds available under this Agreement that are not expended within the corresponding performance period (June 30, 2019) and invoiced by District within the corresponding invoicing guidelines (July 15, 2020) shall revert back to Foundation.
 - e. District may make changes in any individual line item in the budget, provided such changes in the aggregate as to any line item shall not exceed ten (10) percent of that budget category. Additional budget changes are allowable only with prior written approval of the Program Specialist. The Foundation reserves the right to review service levels and billing procedures as these impact charges against this Agreement.
- 4.05 District is required to provide Foundation a forecast of the current year's annual expenditures by December 1, 2019.

5. AGREEMENT REVISIONS AND LEVEL OF YESS-ILP STUDENT ENROLLMENT

- 5.01 Changes to this Agreement, District's performance objectives, work plan, budget, and student enrollment levels must receive prior written approval by the program specialist.
- 5.02 District's Santa Ana College is required to enroll and serve 40 in Life Skill Training classes and/or activities.

6. REPORTS

District (participating colleges with District) shall prepare the following reports (forms will be provided by Program Specialist), which must be received by Foundation by the specified dates. Failure to meet report deadlines may jeopardize funding.

District Reporting Responsibilities:

- 6.01 Quarterly Progress Reports: Submitted to Foundation on the fifteenth (15th) day following the quarter, using prescribed forms.
- 6.02 Year End Report: Submitted to Foundation no later than July 15, 2020, using prescribed forms.

7. PROGRAM EVALUATION AND DATA COLLECTION

- 7.01 YESS-ILP Coordinators shall provide all data and reports which may be requested by Foundation, CDSS, and/or third-party evaluators. All data is to be collected and stored in an automated data collection system provided by Foundation.

8. GRANT AUDIT AND RECORDKEEPING

- 8.01 District agrees to obtain a timely audit where required, in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.
- 8.02 The parties entering this Agreement and/or all subcontracts or sub-grants entered into pursuant to this Agreement shall be subject to the examination and audit by Foundation/CDSS, the Department of General Services, the Bureau of State Audits, or their designated representative. Said entities shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District/College agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The District/College agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, District/College agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

9. TRAVEL

- 9.01 For travel necessary to the performance of this Agreement, travel expenses must adhere to state regulations, as described in Section 9.02. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.
- 9.02 Funding for necessary travel expenses and per diem are included in this agreement and will be

reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>).

Contractor will itemize travel expenses, including receipts, and submit to COSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

10. AVAILABILITY OF YESS-ILP PROGRAM FUNDS

10.01 Grants which are funded in whole or in part by CDSS contain a thirty (30) day cancellation clause. In addition:

- a. It is mutually understood and agreed between the parties that this Agreement may have been written before the appropriation of federal, state, and/or local funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.
- b. It is mutually understood and agreed that this Agreement is valid and enforceable only if sufficient funds are made available to Foundation by CDSS for the applicable fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by CDSS that may affect the provisions, term or funding of this grant in any manner.
- c. It is mutually understood and agreed that if sufficient federal, state, and/or local funds are not appropriated for this program, Foundation shall have no liability to pay any funds whatsoever to District or to furnish any consideration under this Agreement, and District shall not be obligated to perform any provisions of the Agreement. Depending on whether funding is reduced or terminated, Foundation in its sole discretion, may either (a) terminate this Agreement without further liability to Foundation, or (b) propose an amendment to this Agreement for a reduced scope of services and/or at a lower price, which may be retroactive to the beginning of the term of this Agreement. Any such amendment shall require mutual agreement of the parties.
- d. District shall inform any subcontractors and/or sub-grantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, funding restrictions, limitations, or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, terms or funding of this Agreement in any matter.
- f. In the event that federal, state, and/or local funds are sufficiently appropriated, but CDSS suspends payments to Foundation for the services performed under this Agreement for any reason, Foundation shall have the option to suspend performance of this Agreement and suspend payments to District until CDSS rescinds suspension.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

11.01 Any ideas, concepts, know-how, or techniques relating to intellectual property and applied technologies, developed during the course of this Agreement by District, or jointly by District

and Foundation, can be used by either party, during the grant period, in any way it may deem appropriate unless specified in writing.

- 11.02 All inventions, discoveries, or improvements of the intellectual property and applied technologies developed pursuant to this Agreement, shall be the property of Foundation. Foundation agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to District or any person, and further agrees that District or any such person may sub-license additional persons on the same royalty-free basis unless limitations are clearly negotiated prior to development.
- 11.03 This Agreement shall not preclude District from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to Foundation pursuant to this Agreement.
- 11.04 If this Agreement involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between District institution and private sector participants. Foundation shall retain limited intellectual property rights. This limited right is a royalty-free, non-exclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of this Agreement.
- 11.05 District shall obtain these same rights for Foundation from all subcontractors and others who produce copyrightable material, intellectual property, and applied technologies under this Agreement. District shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.
- 11.06 No subcontract shall be entered into without these rights being assured to Foundation from subcontractor.

12. PERSONAL AND REAL PROPERTY

- 12.01 Personal and real property procured with these funds will be used for the purpose of the Agreement and will remain the property of state. District will adhere to all property management procedures and property accountability requirements as published by state.

13. STANDARDS OF CONDUCT

District hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

- 13.01 General Assurance: Every reasonable course of action will be taken by District in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable, or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. District, its executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of District will receive favorable treatment for enrollment in services provided by, or employment with District.

- 13.03 Avoidance of Undue Influence: Executives and employees of District must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- 13.04 Documentation of Interested Party Transaction: When it is in the public interest for District to conduct business with a friend or associate of an executive or employee of District, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.
- 13.05 Avoidance of Conflict of Economic Interest: An executive or employee of District, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or part, by District or state. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under this Agreement.
- 13.06 Abstention from Voting: No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

14. GENERAL TERMS AND CONDITIONS

- 14.01 Termination. Either party may terminate this Agreement by providing thirty (30) day written notice to the other, specifying the final date ("Termination Date") for services to be performed. Any termination of this Agreement will not relieve Foundation from its obligation to pay District (i) any amounts owing from any current or prior invoices, and (ii) the amounts for any services performed or out-of-pocket expenses incurred by District on behalf of Foundation for the time period up to and including Termination Date, any and all such amounts will be immediately due and payable to District on such Termination Date. In addition, Foundation shall reimburse District for any and all out-of-pocket expenses incurred during this time period. This Agreement shall become effective on the date shown on the first page and will continue in effect until Termination Date.
- 14.02 Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this section will be void.
- 14.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any Exhibit, the terms contained in the Exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 14.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable as to particular provisions, this Agreement

will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

- 14.05 Notices. All notices that either party may give the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in this Agreement.
- 14.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 14.07 Indemnification. District/Grantee (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, agents, and representatives (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorney’s fees, resulting from, arising out of, or connected with (a) Indemnitor’s performance of services or other obligations under this Agreement, (b) the acts or omissions of Grantee, its officers, agents, employees, subcontractors, sub consultants, or any person or entity for whom Grantee is responsible (collectively, “Indemnitor”); (c) any breach by Indemnitor of this Agreement. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitor will cooperate in the defense, and upon request, furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.
- 14.08 Dispute Provisions. If District disputes a decision of Foundation regarding the performance of this Agreement or on other issues for which Foundation is authorized by this Agreement to make a binding decision, District shall provide written dispute notice to Foundation within fifteen (15) calendar days after the date of action. The written dispute notice shall contain the following information:
- a. the decision under dispute;
 - b. the reason(s) District believes the decision of Foundation to have been in error (if applicable, reference pertinent Agreement provisions);
 - c. identification of all documents and substance of all oral communication which support District’s position; and,
 - d. the dollar amount in dispute, if applicable.

Upon receipt of the written dispute notice, Foundation will examine the matter and issue a written decision to District within thirty (30) calendar days. The decision of Foundation shall contain the following information:

- a. a description of the dispute;
- b. a reference to pertinent contract provisions, if applicable;
- c. a statement of the factual areas of agreement or disagreement; and,
- d. a statement of the representative's decision with supporting rationale.

The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, District files with Foundation a notice of appeal addressed to:

Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
 Attn: Senior Director, Equity and Community Impact

Pending resolution of any dispute, District shall diligently continue all contract work and comply with all Foundation orders and directions.

- 14.09 Debarment and Suspension. For federally funded agreements, District as subcontractor, hereby certifies by signing this Agreement, that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. District also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
- 14.10 Certification Regarding Lobbying. District agrees to comply with all applicable limitations on the use of Agreement funds to influence certain federal contracting and financial transactions as described in 31 USC §.1352.
- 14.11 Compliance with Civil Rights Law. District hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC §§ 2000(e)(1) to (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 14.12 District shall comply will all applicable provisions of the Federal Fair Labor Standards Act, and California State Labor Laws and shall indemnify, defend, and hold harmless Foundation and its agents, officers, and employees from any and all liability, including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, for work performed by District's employees for which Foundation may be found jointly or solely liable.
- 14.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

15. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 15.01 District certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliations, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 15.02 District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitments advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.03 District certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 15.04 District certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 15.05 District shall allow Foundation representatives access to District's employment records during regular business hours to verify compliance with the provisions of this section when so requested by Foundation.
- 15.06 If Foundation finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which Foundation may determine to terminate this Agreement. While Foundation reserves the right to determine independently that anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that District has violated federal or state anti-discrimination laws or regulations shall constitute a finding by Foundation that District has violated the anti-discrimination provisions of this Agreement.
- 15.07 The parties agree that in the event District violates any of the anti-discrimination provisions of the Agreement, Foundation shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code §1671 as liquidated damages in lieu of terminating or suspending this Agreement.

16. INSURANCE COVERAGE REQUIREMENTS

- 16.01 District and participating colleges with District shall purchase and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurances required to be carried pursuant to this Agreement shall be primary, and not contributory, to any insurance or self-insurance carried by Foundation or the State of

California. District is required to provide to Foundation properly executed Certificate(s) of Insurance, via certificate of insurance, including copies of additional insured endorsement adding "Foundation for California Community Colleges, its officers, directors, and employees" to the Commercial General Liability policy. Insurance coverage requirements include:

- a. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

- b. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
- c. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the District is responsible. If the District's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which District is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$ 1 million
Disease – Policy Limit:	\$ 1 million
Disease – Each Employee	\$ 1 million

17. CONFIDENTIALITY REQUIREMENTS

- 17.01 District and its employees agree to comply with the confidentiality and security provisions set forth in Confidentiality and Security Requirements, Exhibit C, attached hereto and incorporated by reference.

18. CRIMINAL CLEARANCE

- 18.01 For the safety and welfare of the children to be served under this Agreement, District agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers, or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in a confidential file of each such person.
- 18.02 District shall immediately notify Foundation of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to District.

18.03 District agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in California Health and Safety Code §11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

19. DISTRICT CONTACTS

19.01 Responsible Administrator (*Appropriate Program Area*):

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

19.02 YESS-ILP Campus Coordinator:

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

19.03 District Chief Business Officer

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

SIGNATURE PAGE TO FOLLOW

20. SIGNATURES

20.1 The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Agreement and commit their respective organizations to comply with them.

On behalf of the District:

Signature: _____ Date: _____

Name: _____

Title: _____

District Tax ID Number: _____

On behalf of Foundation for California Community Colleges:

Signature: _____ Date: _____

Name: Joseph Quintana

Title: Chief Operating Officer

Signature: _____ Date: _____

Name: Iris Aguilar

Title: Senior Director, Equity and Community Impact



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

**Participating College's Core Roles and Responsibilities
And
Work Plan**

District/College agrees to provide the following services:

1. Work with, as appropriate, the local County Independent Living Program staff, adult caregivers, college ILP Advisory Boards, and other agencies that work with current and transitioned foster and probation youth, and community members to further the educational and employment training of foster, probation, and transitioned youth.
2. Complete a Work Plan for FY 2019-2020. The Work Plan will include the curricula and other materials to be used, and a description of the college's role in local collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and transitioned foster and probation youth between the ages of 16 through 21.
3. Provide a minimum of forty eight (48) hours per year of financial literacy and life skills training to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and transitioned foster and probation youth ages 16 through 21. Training for youth will be available to adult care providers including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults. Caregiver involvement will focus on transition preparation that promotes a youth's more successful transition to adulthood.
4. Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: *Healthy Transitions; A Pocket Guide for Independent Living; The Real Games Curriculum; Financial First; Money Talks; Creative Wealth; and Ready, Set, Fly! A Parent's Guide to Teaching Life Skills*. Other areas of training may include: The Ansell-Casey Life Skills Assessment, registration for WorkSource/OneStop Centers, completing job applications online, resource seeking through the Internet, financial literacy, and other relevant topics including the WIA 10 Core Elements.
5. Assess learning outcomes of eligible foster and probation youth participating in YESS ILP using the prescribed forms. Documentation will be reported to the Foundation quarterly.
6. Provide life skills trainings and materials free of charge to eligible participants.
7. Provide quarterly and annual reports to Foundation based on YESS-ILP data. The reports will include information on the number of YESS-ILP classes provided, total number of hours of YESS-ILP program education, total number of youth and adult participants, and the results of the

assessment surveys. In addition to required program reports, community college subcontractors will submit monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.

8. Host at least one (1) Speaker Bureau per academic semester using youth focused guidelines. Speaker Bureau nights may include but are not limited to; transition youth alumni events, youth presentations to local foster parent associations, and/or permanency events. Information regarding Speaker Bureau activities will be submitted to the Foundation in the required quarterly reports.
9. Host one (1) Transitioned Youth Roundtable per college per year. Submit summary data to Foundation.
10. Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other Foundation programs to link foster youth with technology training and resources. In addition, current and transitioned foster and probation youth and their care providers will be made aware of other community college resources and services that are available.
11. Provide training and educational services on the college campus to current and transitioned foster and probation youth. These services shall include, but not be limited to, financial aid and scholarships, EOPS, ROP, certificate/vocational programs, job placement, career exploration, and computer labs.
12. A minimum of one (1) staff member from each college YESS-ILP is required to participate in the Equity annual training event. Training events includes program orientation, program development and evaluation.

Attachment A: Work Plan		College: Santa Ana College	
Foundation for California Community Colleges Youth Empowerment Strategies for Success ILP Work Plan		Program Director: Alicia Kruizenga, Dean of Student Affairs	
		Program Coordinator: Sylvia Sanchez, M.S.	
		Number of Youth to be Served: 40	
Action	Timeline	Responsible Person	Details
Primary Program Services & Activities			
Collaborate with on- and off- campus partners.	Ongoing	Program Director, Counselor/Coordinator and Foster Youth Student Services Specialist (1)	<p>Program Director will work with Coordinator to identify and engage community resources for our YESS program. Coordinator/Student Services Specialist will attend monthly meetings with local agencies that work with foster youth/emancipated foster youth serving our central Orange County area. These include, but are not limited to, Orangewood Foundation, OC Department of Education, OC Social Services Agency, Samueli Academy (Charter H.S. funded by Orangewood Children's Foundation/group home, Eddie Nash Foundation, transitional housing facilities and the Southern California Higher Education Foster Youth Consortium.</p> <p>Partner with transitional living and group homes to present classes and workshops on Santa Ana College Campus/off campus facilities. On campus advertising to reach on campus current/former foster youth and promotion in our Program Brochure. Priority Registration students, collaborate with on campus programs (Financial Aid, EOP&S, Counseling, Career Center, DSP&S, FYSI, and other Student Support Service Programs) to ensure that youth are receiving information/services about these programs.</p>

<p>Indicate the primary contact for one-on-one interaction with youth.</p>	<p>Ongoing</p>	<p>Counselor/ Coordinator /Student Services Specialist/Foster youth Mentor</p>	<p>Give students one to one advisement, assistance with college enrollment, registration, follow up on their education/personal goals/plan and needs. Provide referrals, advocacy, & services based on needs.</p> <p>YESS coordinator is a part-time counselor and meets with YESS program students to advise on goals and identify needs. Additional counselors are available to youth for academic counseling. A minimum of 2 one-on-one and 1 group contact per semester is required with more encouraged. YESS participants as well as foster youth not following under the eligibility of YESS are also directed to Guardian Scholars, EOPS, and general counseling for on- going advisement. Santa Ana College has committed Student Equity funds to assist with book vouchers. Student Services Specialist will work with youth on campus and high school aged youth in the community. Foster youth mentor will work on a daily basis with college aged youth.</p>
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<p>Provide financial literacy training to program participants, for a minimum of 12 hours per year.</p>	<p>New Incoming/College Students Orientations - Financial Aid Literacy Fall 19/Spring 20 Semester Module- (Aug. - Dec.) or (Feb.-May). Student workshops on money management, budgeting and how to stay debt free. Transition to College Workshop offered in Summer 2019 High School aged Youth enrolled at Santa Ana Unified School District.</p>	<p>College Students Counselor- Instructor Student Services Specialist /YESS-ILP Trainers</p>	<p>College Students - Take control of your finances Financial Aid/Scholarships/grants, etc.; Loans/contracts; Budgeting; Credit Cards/Investing in your future; Saving Money; High School Youth - Financial Aid Options/Availability; Bank Accounts; Budgeting; checking accounts; credit cards</p>
<p>Please identify experiential activities planned for the financial literacy-training module.</p>	<p>Throughout Module</p>	<p>Santa Ana College Office of Financial Aid and Scholarships, Santa Ana College Foundation, Financial Peace University College Edition workshops (Fall 2019 & Spring 2020)</p>	<p>Guest Speakers/Small group and large group discussions & activities/campus tours/lecture/on-line activities/budgeting-money management/bank accounts/credit</p>

<p>Provide daily life skills training to program participants, for a minimum of 12 hours per year.</p>	<p>New Incoming/College Students Fall 19/Spring 20 Semester Module- (Aug. - Dec.) or (Feb.-May) 3 Unit Utilize Healthy Transitions Curriculum student workshops Utilize Healthy Transitions Curriculum student workshops on topics such as self-care, stress management, self-advocacy, etc. Provide 2 ILP modules (1 in Fall 19 and 1 in Spring 20)</p> <p>Have a one-day Youth Summit with youth in group homes and/or transitional living housing in Fall 2019 with workshops on leadership and advocacy.</p>	<p>College Students Coordinator/Counselor Weekend Retreat MSW Intern FY Mentor Student Services Specialist Outreach Specialist</p>	<p>College Students - Personal/academic/wellness responsibility, choices/consequences, taking care of self, stress/time management; housing resources, ILP services; transportation Utilize Healthy Transitions Curriculum student workshops on topics such as self-care, stress management, self-advocacy, etc.</p> <p>High School Youth - Personal responsibility managing a household, housing resources, ILP services, obtaining their records, choices/consequences, pregnancy prevention, cooking, etc.</p> <p>High school aged and college aged youth attend a one-day Youth Summit focusing on leadership skills and advocacy. The goal will be for youth understand their rights as they transition from care to independence.</p>
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<p>Please identify experiential activities planned for the daily living skills training module.</p>	<p>Throughout Module</p>	<p>College Students Counselor-Professor Student Services Specialist</p>	<p>Guest Speakers/Small group and large group discussions & activities/campus tours/lecture/on-line activities/ILP resources</p>
<p>Provide employment preparation training to program participants, for a minimum of 12 hours per year.</p>	<p>New Incoming/College Students Fall 19/Spring 20 Semester Module- (Aug. - Dec.) or (Feb.-May) Provide workshops on career development including internships, resume writing, interviewing tips, etc. Professional Youth Presentation on employment High School Youth Provide 2 ILP modules (1 in Fall 19 and 1 in Spring 20)</p>	<p>College Students Counselor-Professor Student Services Specialist</p>	<p>College Students - Identify their interests, skills and personality type for possible exploration of various careers through the career center. Students will identify job descriptions, required educational/vocational training, etc. and what is required to achieve a career or job of their choice. Prepare plan and identify resources to make it happen.</p> <p>High School Youth - Identify their interests, skills and personality type for possible exploration of various careers. Student will also identify values, skills, decision-making style to come up with at least 3 occupations to conduct further research. Further exploration will be done to review job descriptions, required educational/vocational training, and what is required to achieve a career or job of their choice.</p> <p>One Day Retreat Spring 2020 20 New/ College students or more will get to experience a day at a the Irvine Ranch Outdoor Educational Center. The retreat will cover topics on employability skills and team building activities. Each youth will be invited to participate in an individual activity such as archery, rock climbing or zip lining. participate in an individual activity such as archery, rock climbing or zip lining.</p>

<p>Please identify experiential activities planned for the employment preparation-training module.</p>	<p>Throughout Module</p>	<p>College Students Counselor-Professor Student Services Specialist</p>	<p>Guest Speakers/Small group and large group discussions & activities/campus tours/lecture/on-line activities College Students-Career Assessments & Interpretation- Myers/Briggs Type Indicator (MBTI), Strong Interest Inventory (SII) High School Youth- Characteristics Inventory, multiple-Intelligence Checklist, Skills Assessment, Interest and Personality Assessment-Holland Party Exercise HS & College-True Colors/EUREKA & resume/mock interviews</p>
<p>Provide education-related training to program participants, for a minimum of 12 hours per year.</p>	<p>New Incoming/College Students Summer-1-2 Orientations (July/August) Fall 19/Spring 20 Semester Module- (Aug. - Dec.) or (Feb.-May) 3 Unit Transition to College to high school aged foster youth offered in Summer 2019 High School Youth Higher Education Workshop in February 2018 Provide 2 ILP modules (1 in Fall 19 and 1 in Spring 20)</p>	<p>College Students Counselor-Professor Student Services Specialist</p>	<p>College Students - Identify higher education options (degree vs. vocational training, etc.). Assist students to help set educational goals and identify student services available. Develop comprehensive individual Education plan to Identify and utilize tools, services, etc. available to help reach goals. Campus tour of feeder universities such as CSUF, UCI, and Chapman University.</p> <p>High School Youth - Identify high school and higher education options (degree vs. vocational training, etc.). Set educational goals and identify student services available to help students meet educational goals. Develop plan Identify and utilize tools, services, etc. available to help reach goals. Tour of Santa Ana College during year end event.</p>

<p>Please identify experiential activities planned for the education-related training module.</p>	<p>Throughout Module</p>	<p>College Students Counselor-Professor Student Services Specialist</p>	<p>We will also incorporate "Foster Youth Transition" orientation day that will have foster youth, CASA's, Caregivers, and Social Workers as part of informational session that focuses on getting foster youth ready for college. Youth will also participate in a campus visit to local 4-year universities to learn about academic options with a 4-year degree.</p> <p>YESS participants will also meet with foster youth contacts at the universities and hear from successful foster youth students working towards a 4- year degree. It will give them confidence in choosing a major, identifying an academic goal and choosing a transfer university. Lastly, and ongoing YESS participants will be made aware of the important benefit of priority registration. YESS participants will be required to participate in an "Early Scheduling Event" that will allow them to pick their classes for the upcoming semester and plan their schedules before their scheduled priority Registration. Students will also be required to have a comprehensive plan that will be updated on a semester by semester basis.</p>
<p>Host at least one Speakers Bureau per academic semester and one youth roundtable per academic year.</p>	<p>Ongoing</p>	<p>College Students Counselor-Professor Student Services Specialist Higher Education</p>	<p>A beginning of the year "Lift-Off" event for potential and continuing YESS participants with a student focus group with guest speakers from the college and the community to educate them of resources available to help them succeed. A year-end celebratory event recognizing student achievement at which community partners will be invited. SAC Host a year- end retreat for YESS participants to acknowledges their current success and help them plan for their continued college work.</p>

Please identify specific training and/or activities that will involve both youth and caregivers.	Ongoing	Coordinator and Higher Education M.S. Intern	Outreach activities will be facilitated year-round to include caregivers, transitional living sites and group homes, high schools, county social services and on-campus to encourage former foster youth to seek assistance and guidance for success. Encourage caregivers to attend 1st counseling session to familiarize them with academic planning and college resources. Open house for caregivers and agencies that work with foster youth.
Administrative Responsibilities & Reporting	On going	College Students Counselor- Professor Student Services Specialist	Complete quarterly reports and ensure all data is complete.
Administer the pre/post assessment, and ensure that every youth has completed assessments for each module.	Before each module begins and ends	Coordinator Outreach Specialist	YESS participants will be given the pre-test at the beginning of the semester term for each module and at the end of the semester at the end of the last module presented.
Enter pre/post data into YESS ILP Database.	After assessment	Coordinator Student Services Specialist	The outreach specialist will assist with entering pre/post data into YESS ILP Database.
Provide quarterly reports including the number of YESS ILP: classes, training hours, youth and adult participants, and pre/post assessment results	quarterly	Coordinator and Student Services Specialist	YESS Coordinator and Director will meet regularly to monitor progress of program to assess satisfactory progress of program goals, carefully monitor student progress and prepare reports. Reports are submitted regularly to our college administration.

A minimum of one staff person to participate in the Foundation's annual training event.	TBA	Coordinator or Program Director	YESS Coordinator and/or Program Director will attend training event.
Prepare monthly fiscal reports that reflect the actual funds expended by the college YESS ILP.	due by the 15th of each month	District Accountant, Program Director and Coordinator	The Program Director and YESS Coordinator plan the budget and closely monitor expenditures. The district accounting department prepares budget approval documents, tracks and monitors expenditures and match, completes and submits quarterly and annual reports that are submitted to the Foundation.
College Enrollment & Retention Data			
For colleges providing services to youth aged 18-21, please identify staff person and methodology for collecting the following data:			
Number of youth currently enrolled in college.	Ongoing	Coordinator and Outreach Specialist	Work closely with admissions and financial aid on identifying foster youth on campus. Ensure foster youth on campus are receiving priority registration. Provide college orientation & college success workshops to former/current foster youth currently attending Santa Ana College. Collaborate with the Director of research and YESS counselor will work to identify and track progress of YESS participants. Transcripts will reviewed s at the 1st, 8th, and at the 16th week of the semester.
Number of youth who have completed one or more college courses.	Ongoing	Coordinator and Outreach Specialist	Transcripts will be reviewed for each youth when grades are posted on the college's MIS system.

<p>Number of youth who have earned a vocational certificate, two-year degree, or transferred to a four-year institution.</p>	<p>Ongoing</p>	<p>Coordinator and Outreach Specialist</p>	<p>Through ongoing contact with the Program Director and YESS Counselor, petitions for certificates, degrees, certifications for transfer, and university applications will be completed and verified, in partnership with our college's CTE and Degree completion office, after grades are reported. The use of a degree audit program will be used to confirm completion of degrees. completion of degrees</p>
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FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT B

Annual YESS-ILP Budget

District	Rancho Santiago Community College District
College	Santa Ana College
Program Title	YESS ILP 2019-20

Personnel Staff Expenses, list each position and title *	Qty.	Annual Salary	Foundation for California Community Colleges Grant Award Funding	Campus/Partner Match Funding	Total Program Costs
Counselor/Coordinator - Sylvia Sanchez	171 HRS X 54.62	\$ 9,340	\$ 9,340	\$ 20,000	\$ 29,340
ILP Workshop Trainer Stipend		\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Huong Nguyen - 12 mos @3%			\$ -	\$ 2,458	\$ 2,458
Alicia Kruiuzenga - 12 mos. @ 4 %			\$ -	\$ 5,486	\$ 5,486
Subtotal - Personnel			\$ 10,340	\$ 27,944	\$ 38,284
Personnel Fringe Benefits (includes FICA, Worker's Comp, Leave and other fringe, etc.)					
Counselor/Coordinator - Sylvia Sanchez (23.66%)			\$ 2,210	\$ 4,732	\$ 6,942
ILP Workshop Trainer Stipend (23.66%)			\$ 237	\$ -	\$ 237
Huong Nguyen - 12 mos (31.28% + health & fringe)			\$ -	\$ 1,325	\$ 1,325
Alicia Kruiuzenga - 12 mos. (31.28% + health and fringe)					

Subtotal - Benefits	\$ 2,447	\$ 8,765	\$ 11,212
Staff Travel			
Travel/Conference	\$ 500	\$ -	\$ 500
Local travel			
Subtotal - Staff Travel	\$ 500	\$ -	\$ 500
Cost to Campus per Module/Youth Skills Development Classes			
ILP Workshops:	\$ 250		\$ 250
Transition to College Orientation		\$ 1,500	\$ 1,500

Foster Youth College Day		\$ 3,000	\$ 3,000
Foster Youth University Tours (UCI, CSUF, UCLA, USC)	\$ 225	\$ 225	\$ 450
	\$ 475	\$ 4,725	\$ 5,200
Curriculum/ Curriculum Services			
		\$ -	
	\$ -	\$ -	\$ -
Subtotal - Curriculum/ Curriculum Services	\$ -	\$ -	\$ -
Supplies			
Instructional Supplies	\$ 1,200	\$ -	\$ 1,200
Food	\$ 1,433	\$ -	\$ 1,433
Subtotal - Supplies	\$ 2,633	\$ -	\$ 2,633
Contracts and Consultant Services			
Consultant	\$ 600	\$ -	\$ 600
Subtotal - Contracts and Consultants	\$ 600	\$ -	\$ 600
Other Program Operating Costs (including space rental)			
Fall Kick Off Event	\$ 550		\$ 550
Spring Semester Starter Event	\$ 500		\$ 500
Outreach Events / Dinners/ End of the Year Celebration	\$ 967		\$ 967
Retreat (retreat location/snacks/supplies)	\$ 2,788		\$ 2,788
Meal Tickets (100 tickets @ \$7 each)	\$ 700		\$ 700
Subtotal - Other Program Operating Costs	\$ 5,505		\$ 5,505
TOTAL PROGRAM OPERATING BUDGET	\$ 22,500	\$ 41,434	\$ 63,934



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT C

Confidentiality Requirements

Confidentiality Requirements

1. Contractor, and its employees, agrees to comply with CDSS/Foundation Confidentiality and Security Requirements as described herein.
2. Unless authorized in writing by the attendees, the collection of personal information related to trainees by the Contractor shall be limited to, that is required to:
 - a. Verify attendance;
 - b. Analyze the effectiveness of training (as described in the State's IV-B Plan at http://www.childsworld.ca.gov/res/TitleIV-B/CFSP_2015-2019.pdf); and
 - c. Provide trainees the continuing education units (in accordance with the Board of Behavioral Sciences requirements available at http://www.bbs.ca.gov/licensees/ce_licensees.shtml).
3. The Contractor shall not disclose any personal information collected from the trainees to a third party without the prior written approval of CDSS/Foundation.
4. The CDSS Confidentiality and Information Security Requirements Training as described in Exhibit D – Attachment 1 shall apply when the Contractor, its subcontractors or employees, encounters or may encounter public social services client or applicant information under the protection of State & federal law including Section 10850 of the California Welfare and Institutions Code during the execution of this contract.



FOUNDATION *for* CALIFORNIA
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EXHIBIT D – Attachment 1

Confidentiality and Security Requirements and Training

This Confidentiality and Information Security Requirements Exhibit (for Training Contracts) hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s agreement with the Foundation and the Foundation’s agreement with the California Department of Social Services (hereinafter “CDSS”). CDSS’ personal and confidential information is referred to herein collectively as “CDSS PCI”. CDSS and Foundation desire to protect the privacy and provide for the security of CDSS PCI in compliance with state and federal statutes, rules and regulations.

- I. Order of Precedence.** With respect to information security and privacy requirements for all CDSS PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between contractor and Foundation and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Foundation must incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. These requirements flow down to the Contractor who shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Disclosure Restrictions.** Contractor is responsible for properly protecting and maintaining the confidentiality and security of CDSS PCI and for compliance with the terms of this agreement by its employees, agents or sub-contractors.
 - A. Unauthorized disclosure of CDSS PCI may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
 - i. California Welfare and Institutions Code section 10850
 - ii. Information Practices Act – California Civil Code section 1798 et seq.
 - iii. Public Records Act – California Government Code section 6250 et seq.
 - iv. California Penal Code section 502
 - v. Health Insurance Portability and Accountability Act or 1996 (“HIPPA”) – 45 CFR Parts 160 and 164
 - vi. Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50

- B. The Contractor shall not disclose, except at otherwise specifically permitted in this agreement between Contractor and Foundation, any CDSS PCI, except if disclosure is required by state or federal law. If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS PCI, Contractor will immediately notify the Foundation. In no event should notification occur more than 24 hours after the receipt of such request.

IV. Definitions. For purposes of this Exhibit, the following definitions shall apply:

- A. **Confidential Information:** “Confidential information” means all personal, medical, financial, statistical, technical, operational, and other information designated as confidential by CDSS which may become available to Contractor as a result of the execution and performance of this agreement. Confidential information should only be provided to individuals with a need to know the information to perform their official duties in connection with this agreement and who are authorized to access the information. Confidential information includes, but is not limited to:
 - i. Information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265), the Information Practices Act (Civil Code section 1798 et seq.), Welfare and Institutions Code section 1850 (protecting public assistance records and documents), 45 Code of Federal Regulations Parts 160, 164 and 205.50 (HIPAA, protecting public assistance records and documents) or other applicable state or federal laws.
 - ii. Personal information.
 - iii. Information that would jeopardize the integrity of CDSS, including its fiscal resources and operations.
 - iv. Information that has been designated confidential by contractual agreement.
- B. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.

V. Contractor Responsibilities.

- A. The Contractor shall not disclose any confidential information collected from the participants of trainings and conferences to a third party without the prior written approval of Foundation and CDSS.
- B. The Contractor shall instruct all employees, agents or subcontractors with access to the CDSS PCI regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in state and federal law;
 - iii. The procedures for reporting information security incidents identified in Paragraph and
 - iv. That unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of

Understanding/Agreement with the CDSS and the Contractor and may be subject to penalties, both civil and criminal.

- C. The Contractor shall ensure that its employees will not intentionally seek out, read, use, or disclose CDSS PCI.
- D. The Contractor shall not disclose any individually identifiable CDSS information to any person.

VI. Data Collection by Contractor. Unless authorized in writing by the participants, the collection of confidential information related to the participants in trainings and conferences by the Contractor shall be limited to that which is required to:

- A. Verify attendance and/or participation;
- B. Analyze the effectiveness of training and conference; and/or
- C. Provide participants with continuing education units (e.g., Board of Behavioral Sciences requirements available at http://www.bbs.ca.gov/licensees/ce_licensees.shtml).

VII. Nothing in this Agreement shall restrict the Contractor's use of:

- A. Information obtained by the Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
- B. The Contractor's pre-existing data, reports or similar information.
- C. Non-confidential information received by the Contractor from a third party or non-confidential information created or developed by the Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

VIII. Information Security Incidents

- A. **Discovery and Notification.** Contractor shall immediately notify Foundation within 24 hours of initial detection of any unauthorized access, use, and disclosure of CDSS information. The Contractor shall notify Foundation **immediately by telephone call and/or email** upon the discovery of a breach of information security. Notification shall be provided to the Foundation Program Manager and the Foundation Contracts Department. If the incident occurs after business hours or on a weekend or holiday and involves electronic CDSS PCI, notification shall be provided by e-mailing the Foundation's Director of Equity Programs and Foundation's Information Technology Manager as indicated in Section IX of this Exhibit.
- B. **Corrective Action.** Contractor shall take prompt corrective action to correct and mitigate any risks or damages related to the information security incident.
- C. **Cooperation.** Contractor shall cooperate in any investigations of information security incidents.

IX. Contact Information. To direct communications to the above referenced Foundation staff, the Contractor shall initiate contact as indicated herein. Foundation reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Foundation Program Contract Manager

Foundation for California Community Colleges
Iris Aguilar
Director of Equity Programs
1102 Q Street, Suite 4800
Sacramento, CA 95811
Email: iaguilar@foundationccc.org
Telephone: (916) 325-1858

Foundation Information Security & Privacy Officer

Foundation for California Community Colleges
Information Technology Manager
1102 Q Street, Suite 4800
Sacramento, CA 95811
Email: ithelpdesk@foundationccc.org
Telephone: (916) 325-1860

- X. Termination.** A breach by Contractor, its employees, agents, or subcontractors, as determined by Foundation, shall constitute a material breach of this agreement between Contractor and Foundation and grounds for immediate termination of the agreement.