CONSENT CALENDAR

Service Agreement between Sequoias Community College District (District) and the Foundation for California Community Colleges (FCCC)

Status: Action

Presented by: Jennifer Vega La Serna, Ph.D.
Vice President, Academic Services

Background/Issue
This is a renewal of the existing Grant Agreement between the Foundation for California Community Colleges (FCCC) and the Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) to extend the agreement from July 1, 2015 through June 30, 2016 for the purpose of providing grant funding, fiscal management, and accountability for the YESS-ILP operated by College of the Sequoias.

The District will 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. FCCC agrees to pay the District a total amount not to exceed $22,500.

Recommended Action
It is recommended that the Board of Trustees approve the renewal Grant Agreement between the FCCC and the District to provide workshop classes for the ILP eligible youth.
YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS – INDEPENDENT LIVING PROGRAM

GRANT AGREEMENT

By and Between

Sequoias Community College District

and

Foundation for California Community Colleges

This Grant Agreement ("Agreement") between Sequoias Community College District ("District") and the Foundation for California Community Colleges, a California nonprofit 501(c)(3) corporation ("FCCC") is entered into this first day of July 2015 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 College of the Sequoias. This Agreement is made in order to facilitate an already existing agreement between FCCC 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 Campus Work Plan
EXHIBIT B: Annual YESS-ILP Budget
EXHIBIT C: Travel Reimbursement Rates and Conditions Meals and Incidents
EXHIBIT D: Confidentiality and Security Requirements for Vendors/Memoranda of Understanding Agreements, and Confidentiality Agreement

1. GRANT FUNDING

FCCC provides centralized fiscal and administrative services to community college districts with YESS-ILP funding as set forth in this Agreement. FCCC receives funding for YESS-ILP via an agreement with California Department of Social Services ("CDSS"). FCCC 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 Campus 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 FCCC database system. Program must utilize this system that allows reporting, tracking, evaluating, and monitoring of program activities. FCCC will provide forms and database 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 FCCC. A copy of the Grant can be obtained by contacting the YESS-ILP Director at FCCC (“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 FCCC and/or CDSS via this Agreement as described in Confidentiality and Security Requirements for Vendor’s/Memoranda of Understanding Agreements, Attachment D, 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, 2015 and through June 30, 2016. All performance under this Agreement shall be completed by June 30, 2016.
3.02 In order to receive complete reimbursement under this Agreement, District shall ensure that FCCC has received Year End Report and Final Monthly Reimbursement Invoice no later than July 15, 2016. These documents shall be address to the Director:

Youth Empowerment Strategies for Success – ILP
Foundation for California Community Colleges
1102 Q Streets, Suite 3500
Sacramento, CA 95811
Attn: Colleen Ammerman

4. GRANT AMOUNT AND PAYMENTS

4.01 In consideration of satisfactory performance of services described in this Agreement and Exhibits, FCCC agrees to pay District a total amount not to exceed $22,500, 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 FCCC approves otherwise.

4.04 Payments shall be made as set forth below:

a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC’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.

b. 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.

c. Funds available under this Agreement that are not expended within the corresponding performance period (June 30, 2016) and invoiced by District within the corresponding invoicing guidelines (July 15, 2016) shall revert back to FCCC.

d. 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 Director. FCCC reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

4.05 District is required to provide FCCC a forecast of the current year’s annual expenditures by December 1, 2015.

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 Director.
5.02 District's College of the Sequoias is required to enroll and serve forty five (45) youth 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 Director), which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

District Reporting Responsibilities:

6.01 Quarterly Progress Reports: Submitted to FCCC on the fifteenth (15th) day following the quarter, using prescribed forms.

6.02 Monthly Reimbursement Invoices: Submitted to FCCC on the fifteenth (15th) day following the month in which the expenditures were incurred, 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 FCCC, CDSS, and/or third party evaluators. All data is to be collected and stored in an automated data collection system provided by FCCC.

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 FCCC/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 Travel Reimbursement Rates and Conditions Meals and Incidentals (In-State/Out-of-State Travel), Exhibit C, attached hereto and incorporated by reference. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.
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 cancelation 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 FCCC 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, FCCC 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, FCCC in its sole discretion, may either (a) terminate this Agreement without further liability to FCCC, 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 FCCC for the services performed under this Agreement for any reason, FCCC 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 FCCC, 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 FCCC. FCCC 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 FCCC 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. FCCC 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 FCCC 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 FCCC 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 FCCC 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 FCCC 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, FCCC 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 FCCC, 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 Indemnities. 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 FCCC regarding the performance of this Agreement or on other issues for which FCCC is authorized by this Agreement to make a binding decision, District shall provide written dispute notice to FCCC 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 FCCC 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, FCCC will examine the matter and issue a written decision to District within thirty (30) calendar days. The decision of FCCC 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 FCCC a notice of appeal addressed to:

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: Colleen Ammerman

Pending resolution of any dispute, District shall diligently continue all contract work and comply with all FCCC 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 subcontractors are not listed on the Excluded Parties Listing System (http://www.epsls.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 FCCC 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 FCCC 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 affiliation, 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 FCCC representatives access to District’s employment records during regular business hours to verify compliance with the provisions of this section when so requested by FCCC.

15.06 If FCCC finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which FCCC may determine to terminate this Agreement. While FCCC 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 FCCC 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, FCCC 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 FCCC or the State of California.
District is required to provide to FCCC 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 for Vendors/Memoranda of Understanding Agreements, Exhibit D, attached hereto and incorporated by reference. District also agrees that all of its employees or subcontractors, if any, with actual or potential access to CDSS confidential data shall read and sign the Confidentiality Agreement attached herein.

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 FCCC 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 FCCC:

Signature: [Signature] __________________________ Date: Jul 10, 2015

Name: Joseph Quintana

Title: Vice President of Program Development

Signature: [Signature] __________________________ Date: Jul 10, 2015

Name: Colleen Ammerman

Title: Director, Youth & Adult Services
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 Training Plan for FY 2015-2016. The Training 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: A Pocket Guide for Independent Living; The Real Games Curriculum; Financial First; Money Talks; Creative Wealth; 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. Administer FCCC’s Pre & Post Assessment which may include: The Ansell-Casey Life Skills Assessment, to eligible foster and probation youth participating in the YESS-ILP. Documentation and results will be reported to FCCC quarterly.

6. Provide life skills trainings and materials free of charge to eligible participants.

7. Provide quarterly and annual reports to FCCC 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 Pre & Post
Assessment. 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 FCCC in the required quarterly reports.

9. Host one (1) Transitioned Youth Roundtable per college per year. Submit summary data to FCCC.

10. Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other FCCC 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 Youth and Adult Services annual training event.
# Campus Work Plan

<table>
<thead>
<tr>
<th>Action</th>
<th>Timeline</th>
<th>Responsible Person</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collaborate with on- and off-campus partners.</td>
<td>Ongoing</td>
<td>Linda Paredez &amp; Rayven Arzola</td>
<td>Off Campus: Tulare County HHSA-ILP (day to day program activities; program support funds), AspiraNet (Transitional Housing); On Campus: EOP&amp;S/CARE, AAC, CalWorks, FYE, Financial Aid, Student Life &amp; Leadership, Student Success, FKCE, and Consumer Family Studies Division.</td>
</tr>
<tr>
<td>Indicate the primary contact for one-on-one interaction with youth.</td>
<td>Ongoing</td>
<td>Rayven Arzola</td>
<td>One-on-one assessments, goal setting discussion, problem resolution, assistance with college processes; information &amp; referral to resources.</td>
</tr>
<tr>
<td>Provide financial literacy training to program participants, for a minimum of 12 hours per year.</td>
<td>Basics: 9/19/15; 11/14/15 &amp; 3/12/16 Advanced: 9/26/15; 11/21/15 &amp; 3/19/16. 48 hours total.</td>
<td>Rayven Arzola</td>
<td>Financing Your Life - Basics (6 Hours) - offered 3 times: Includes: Budgeting / Money Management Skills; Government Resources. Financing Your Life - Advanced (6 Hours) - offered 3 times: Includes Getting to Know Your Credit / Identity Protection; Credit Cards; Credit Scores &amp; Loans; Housing Basics &amp; AB 12.</td>
</tr>
<tr>
<td>Please identify experiential activities planned for the financial literacy training module.</td>
<td>Basics: 9/19/15; 11/14/15 &amp; 3/12/16 Advanced: 9/26/15; 11/21/15 &amp; 3/19/16.</td>
<td>Rayven Arzola</td>
<td>Financing Your Life - Basics (4 Hours per class); Financing Your Life - Advanced (3 Hours per class)</td>
</tr>
<tr>
<td>Provide daily life skills training to program participants, for a minimum of 12 hours per year.</td>
<td>Various dates throughout the year: 96 hours total.</td>
<td>Rayven Arzola</td>
<td>Parenting Basics (6 Hours) - offered 1 time; Cooking Basics (6 Hours) - offered 4 times; Positive Coping Skills (6 Hours) - offered 3 times; Healthy Relationships (6 Hours) - offered 1 time; First Aid &amp; Safety/CPR (6 Hours) - offered 4 times; Healthy Transitions (12 Hours) - offered 1 time.</td>
</tr>
<tr>
<td>Please identify experiential activities planned for the daily living skills training module.</td>
<td>Various dates throughout the year.</td>
<td>Rayven Arzola</td>
<td>Parenting Basics (2 Hours) - offered 1 time; Cooking Basics (5 Hours) - offered 4 times; Positive Coping Skills (4 Hours) - offered 3 times; Healthy Relationships (2 Hours) - offered 1 time; First Aid &amp; Safety/CPR (4 Hours) - offered 4 times; Healthy Transitions (6 Hours) - offered 1 time.</td>
</tr>
</tbody>
</table>
| Provide **employment preparation training** to program participants, for a minimum of 12 hours per year. | Career Planning: 8/15/15; 10/10/15; 1/23/16 & 4/30/16
Get a Job Basics: 8/22/15; 10/17/15; 2/20/16 & 5/14/16
Get a Job Advanced: 8/29/15; 10/24/15; 2/27/16 & 5/21/16. 72 hours total. | Rayven Arzola | Career Planning (6 Hours) - offered 4 times: Includes Career/Job Interests; Goal Setting; Career Pathways & Volunteer Opportunities.
Get a Job Basics (6 Hours) - offered 4 times: Includes How to Find Job Openings; Resumes & Applications; Interview Preparation; & Mock Interviews.
Get a Job Advanced (6 Hours) - offered 4 times: Includes Grooming & Appearance for Job Interviews; Handling the Tough Questions; Mock Interviews; & Job Survival Skills. |
|---|---|---|---|
| Please identify experiential activities planned for the employment preparation training module. | Career Planning: 8/15/15; 10/10/15; 1/23/16 & 4/30/16
Get a Job Basics: 8/22/15; 10/17/15; 2/20/16 & 5/14/16
Get a Job Advanced: 8/29/15; 10/24/15; 2/27/16 & 5/21/16 | Rayven Arzola | Career Planning (2 Hours) - offered 4 times.
Get a Job Basics (4.5 Hours) - offered 4 times.
Get a Job Advanced (4 Hours) - offered 4 times. |
| Provide **education-related training** to program participants, for a minimum of 12 hours per year. | Access to Higher Education: Early 2016 (6 Hours); Lifelong Learning: 8/8/15; 12/12/15 & 3/5/16. 24 hours total. | Rayven Arzola | Access to Higher Education (6 Hours) - offered 1 time: Resource Fair, Keynote Speaker; Presentations on Financial Aid, Scholarships, and AB 12.
Lifelong Learning (6hours) - offered 3 times: Includes Voting & Politics; Internet Safety; Success in Education; College Exploration; College Admissions & Applications/Matriculation; and Campus Tour. |
| Please identify experiential activities planned for the education-related training module. | Access to Higher Education: Early 2016 (6 Hours); Lifelong Learning: 8/8/15; 12/12/15 & 3/5/16 | Rayven Arzola | Access to Higher Education (1.5 Hours) - offered 1 time.
Lifelong Learning (6 hours) - offered 3 times: Includes Voting & Politics; Internet Safety; Success in Education; College Exploration; College Admissions & Applications/Matriculation; and Campus Tour. |
<table>
<thead>
<tr>
<th>Host at least one Speakers Bureau per academic semester and one youth roundtable per academic year.</th>
<th>Access to Higher Education - early 2016. Roundtable will be worked into the Get a Job Advanced classes: 8/29/15; 10/24/15; 2/27/16 &amp; 5/21/16. Guest speakers will be invited to: Career Planning &amp; Financing Your Life - Basics.</th>
<th>Access: Community Partners; Linda Paredez &amp; Rayven Arzola. Roundtable: Rayven Arzola</th>
<th>Access to Higher Education = 6 Hours; Roundtable (30 Minutes x 4 sessions) = 2 Hours. Speakers' Bureau: Guest speakers: Financing Your Life - Basics (offered 3 times); Career Planning (offered 4 times).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please identify specific training and/or activities that will involve both youth and caregivers.</td>
<td>Access to Higher Education - Early 2016</td>
<td>Linda Paredez &amp; Rayven Arzola</td>
<td>Access to Higher Education (6 Hours).</td>
</tr>
</tbody>
</table>

**Administrative Responsibilities & Reporting**

<table>
<thead>
<tr>
<th>Administer the pre/post assessment, and ensure that every youth has completed assessments for each module.</th>
<th>Ongoing</th>
<th>Rayven Arzola</th>
<th>To be completed in class and/or during one-on-one assessments.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter pre/post data into YESS ILP database.</td>
<td>Ongoing</td>
<td>Rayven Arzola</td>
<td>To be completed at the end of each topic.</td>
</tr>
<tr>
<td>Provide quarterly reports including the number of YESS ILP classes, training hours, youth and adult participants, and pre/post assessment results.</td>
<td>Quarterly</td>
<td>Rayven Arzola</td>
<td>To be completed quarterly.</td>
</tr>
<tr>
<td>A minimum of one staff person to participate in the Foundation's annual training event.</td>
<td>TBA</td>
<td>Rayven Arzola</td>
<td>As arranged.</td>
</tr>
<tr>
<td>Prepare monthly fiscal reports that reflect the actual funds expended by the college YESS ILP.</td>
<td>Due by the 15th of each month</td>
<td>Linda Paredez</td>
<td>To be completed monthly.</td>
</tr>
</tbody>
</table>
## Exhibit B

### Annual YESS-ILP Budget

<table>
<thead>
<tr>
<th>District</th>
<th>SEQUOIAS CCD</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College</td>
<td>College of the Sequoias</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Title</td>
<td>YESS-CA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel Staff Expenses, list each position and title *</th>
<th>Qty.</th>
<th>Annual Salary</th>
<th>FCCC Grant Award Funding</th>
<th>Campus/Partner Match Funding</th>
<th>Total Program Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advising Specialist - YESS</td>
<td>.6 FTE</td>
<td>$23,169</td>
<td>$8,804</td>
<td>$14,365</td>
<td>$23,169</td>
</tr>
<tr>
<td>Director, FKCEYESS</td>
<td>1 FTE</td>
<td>$70,245</td>
<td>-</td>
<td>$70,245.00</td>
<td>$70,245</td>
</tr>
<tr>
<td>Foster Care Education Trainers pool</td>
<td>n/a</td>
<td>n/a intermittent</td>
<td>$7,322</td>
<td>$3,318</td>
<td>$10,640</td>
</tr>
<tr>
<td>Student Worker</td>
<td>n/a</td>
<td>n/a intermittent</td>
<td>$1,272</td>
<td>$8,436</td>
<td>$9,708</td>
</tr>
</tbody>
</table>

**Subtotal - Personnel** $17,398 $96,364 $113,762

<table>
<thead>
<tr>
<th>Personnel Fringe Benefits (includes FICA, Worker's Comp, Leave and other fringe, etc.)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advising Specialist - YESS</td>
<td>$2,641</td>
<td>$4,309</td>
<td>$6,950</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director, FKCEYESS</td>
<td>-</td>
<td>$31,298</td>
<td>$31,298</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foster Care Education Trainers</td>
<td>$418</td>
<td>$189</td>
<td>$607</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Worker</td>
<td>$25</td>
<td>$169</td>
<td>$194</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Benefits** $3,084 $35,965 $39,049

<table>
<thead>
<tr>
<th>Staff Travel</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FCCC Annual Training Conference (TBD) - Rayven Arzola</td>
<td>$-</td>
<td>$1,400</td>
<td>$1,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-district mileage reimbursement - Rayven Arzola</td>
<td>$-</td>
<td>$100</td>
<td>$100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Staff Travel** $1,500

<table>
<thead>
<tr>
<th>Cost to Campus per Module/Youth Skills Development Classes</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Incentives, Refreshments and Catering/Lunch for special events</td>
<td>$1,718</td>
<td>$4,223</td>
<td>$5,941</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Modules/YSI Classes** $1,718 $4,223 $5,941

<table>
<thead>
<tr>
<th>Curriculum/Curriculum Services</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum &amp; curriculum supplies - TBD</td>
<td>$300</td>
<td>$1,000</td>
<td>$1,300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Curriculum/ Curriculum Services** $300 $1,000 $1,300

<table>
<thead>
<tr>
<th>Supplies</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Office supplies</td>
<td>$-</td>
<td>$200</td>
<td>$200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Supplies** $- $200 $200

<table>
<thead>
<tr>
<th>Other Program Operating Costs (including space rental)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage Unit Rental</td>
<td>$-</td>
<td>$700</td>
<td>$700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility charges: Custodial Services for weekend events</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Lease or Purchase</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect</td>
<td>$-</td>
<td>$1,313</td>
<td>$1,313</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Other Program Operating Costs** $- $2,613 $2,613

| TOTAL PROGRAM OPERATING BUDGET                                                     | $22,500 | $141,265 | $163,785 |                      |                      |
EXHIBIT C

Travel Reimbursement Rates and Conditions
Meals and Incidentals

Reimbursement for necessary travel expenses shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). No travel outside of the State of California shall be reimbursed unless there is prior written authorization from FCCC or CDSS.

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Reimbursements shall not be made for expenses incurred within 50 miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

<table>
<thead>
<tr>
<th>Breakfast</th>
<th>Actual expense up to $6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch</td>
<td>Actual expense up to $10</td>
</tr>
<tr>
<td>Dinner</td>
<td>Actual expense up to $18</td>
</tr>
<tr>
<td>Incidentals</td>
<td>Actual expense up to $6</td>
</tr>
</tbody>
</table>

TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

<table>
<thead>
<tr>
<th>FIRST DAY OF TRAVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trip begins at or before 6 am</td>
</tr>
<tr>
<td>Trip begins at or before 11 am</td>
</tr>
<tr>
<td>Trip begins at or before 5 pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTINUING AFTER 24 HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trip ends at or after 8 am</td>
</tr>
<tr>
<td>Trip ends at or after 2 pm</td>
</tr>
<tr>
<td>Trip ends at or after 7 pm</td>
</tr>
</tbody>
</table>

TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

<table>
<thead>
<tr>
<th>FRACTIONAL DAY OF TRAVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trip begins at or before 6 am and ends at or after 9 am</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>Trip begins at or before 4 pm and ends at or after 7 pm</td>
</tr>
</tbody>
</table>

*Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.*

**MILEAGE REIMBURSEMENT RATE:**

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>51 Cents per Mile</td>
<td></td>
</tr>
<tr>
<td>Private Aircraft</td>
<td>50 Cents per Mile</td>
<td></td>
</tr>
<tr>
<td>Bicycle up to</td>
<td>40 Cents per Mile</td>
<td></td>
</tr>
</tbody>
</table>

**LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:**

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc., must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All California counties not listed below</td>
<td>actual expense up to $84 per night, plus tax</td>
</tr>
<tr>
<td>Los Angeles and San Diego counties</td>
<td>actual expense up to $110 per night, plus tax</td>
</tr>
<tr>
<td>Alameda, San Francisco, Santa Clara, and San Mateo Counties</td>
<td>actual expense up to $140 per night, plus tax</td>
</tr>
</tbody>
</table>
EXHIBIT D

Confidentiality and Security Requirements for Vendors/Memoranda of Understanding Agreements

A. Confidentiality and Security Requirements

1. Contractor, and its employees, agrees to comply with CDSS/FCCC Confidentiality and Security Requirements as described herein.

2. 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); and
   c. Provide trainees the continuing education units (in accordance with the Board of Behavioral Sciences requirements).

3. The Contractor shall not disclose any personal information collected from the trainees to a third party without the prior written approval of CDSS/FCCC.

1. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of data compiled for the CDSS/FCCC. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other provisions, Contractors shall be responsible for maintaining the confidentiality and security of CDSS/FCCC confidential and sensitive data. No exceptions from these policies shall be permitted with the explicit, prior, written approval of CDSS/FCCC. All information regarding security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of this Agreement.

2. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

A. Audit Trail: Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the
completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

B. Confidential Data: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code §10850, and "personal information" about individuals as defined in California Civil Code §1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

C. De-Identification: Removal of personal identifiers. Examples of personal identifiers include name, social security numbers, driver's license numbers, and account numbers with access codes. Personal information does not include publicly available information that is lawfully made available to the general public. (See confidential and personal information.) Information Assets: Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

D. Information Security Incidents: Information security incidents include, but are not limited to, the following: any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS/FCCC information assets.

E. Risk: The likelihood or probability that a loss of information assets or breach of security will occur.

3. DATA SECURITY

A. Access to CDSS/FCCC Data

1. Request and Re-disclosure: All Contractors seeking access to confidential CDSS/FCCC data files shall request access from the CDSS/FCCC. The Contractor shall not re-disclose or re-release CDSS/FCCC confidential data.
2. Referral for Request: The Contractor shall refer any persons not affiliated with the Contractor, nor included under this Agreement with CDSS/FCCC, to CDSS/FCCC to request access to confidential data.

B. Data Security Requirements

1. Contractor Responsibility: The Contractor and its subcontractors, if any, are responsible for security of the CDSS/FCCC confidential data.
2. Protection of Data: The Contractors and its subcontractors, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
3. General Requirements: The Contractor and its subcontractors, if any, shall:
   a. Confirm the identity of any individual who has requested confidential or sensitive data.
b. When there is a business need to discuss confidential CDSS/FCCC information within the office, discuss the information in an enclosed room, if possible.

c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections: 1) auditing usage of dial-up communications and Internet access for security violations, 2) periodically changing dissemination of information. Refer to Information Security Incidents for notification required in response.

d. Not use or store CDSS/FCCC confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, flash or jump drives, and wireless devices including cellular phones with data storage capability.

C. Data Transmission

1. General Requirement: The Contractor shall ensure the confidentiality of CDSS/FCCC data transmission.

2. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on cartridges, optical media or tapes shall be encrypted. The Contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file, place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

3. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in access by the Contractor. These accounts shall maintain an audit trail and are to be accessible to a limited number of, and/or subcontractor staff. No other accounts on Contractor's computers may have access to this account. The Contractor and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from or machines shall be encrypted. The Contractor may not transfer CDSS/FCCC confidential data via FTP without the approval of CDSS/FCCC.

4. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail with restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

5. Data transferred via fax: CDSS/FCCC confidential data may not be transmitted by fax. CDSS/FCCC non-confidential information may be transmitted by fax, provided that the Contractor confirms the recipient's fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the Contractor's fax number changes, and maintains fax machines in a secure area.

4. PHYSICAL SECURITY
The Contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance with this Agreement, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

A. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
B. Logging the identity of persons having access to restricted facilities and the date and time of access.
C. Restricting the removal of CDSS/FCCC confidential data from the work station.
D. Placement of devices used to access CDSS/FCCC confidential data in areas not open to the public. For purposes of this requirement, “devices” shall include, but not be limited to, dumb terminals, personal computers and printers.

5. STORAGE

CDSS/FCCC confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of Contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized person cannot retrieve the information by computer, remote terminal or other means.

6. NETWORK SECURITY REQUIREMENTS

The Contractor shall provide the following electronic access measures at a minimum:

A. A notification at initial login that unauthorized access is prohibited by law.
B. An audit trail.
C. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
D. A limited access to data to those authorized employees of the Contractor who have a functional requirement to use the data.
E. The revoking of access from a user after three unsuccessful access attempts.
F. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.
G. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
H. An automated log-off or time-out from all networked systems that contain confidential CDSS/FCCC information when the user leaves the work area for a ten-minute period of time.

7. OWNERSHIP AND DESTRUCTION OF CONFIDENTIAL DATA
A. Ownership and Return or Destruction: All data used, compiled, developed, processed, stored, or created under this Agreement is the property of CDSS/FCCC. All such data shall either be returned to CDSS/FCCC in an agreed upon format within thirty (30) days of termination of the Agreement or destroyed. If the data is returned, the Contractor shall provide the CDSS/FCCC with the media and an inventory of the data and files returned.

B. Method of Destruction: The Contractor shall destroy all confidential data not returned when the use of authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing individual identifiers shall be destroyed. The Contractor shall use wipe software on all the hard drive surfaces of the computers used to process or store CDSS/FCCC confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this Agreement and a letter of confirmation shall be provided to FCCC detailing when, how, and what CDSS/FCCC data was destroyed.

8. CONTRACTOR STAFF

A. Former Employees: The Contractor shall ensure that confidential data are not accessible to former employees of the Contractor.

B. Employee Authorization: The Contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The Contractor's security systems administrator designated pursuant to this Agreement, shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

9. INFORMATION SECURITY INCIDENTS

A. Notification: The Contractor shall notify the FCCC or its designated agent of any actual or attempted information security incidents, as defined above, within twenty-four (24) hours of initial detection. Information security incidents shall be reported by telephone to:

Colleen Ammerman  
Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811  
(916) 325-8572

B. Cooperation: The Contractor shall cooperate in any investigations of information security incidents.

C. Isolation of system or device: The system or device affected by an information security incident, and containing CDSS/FCCC confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been
applied. FCCC must be contacted prior to placing the systems or device, containing CDSS/FCCC confidential data, back in operation. The affected system or device containing CDSS/FCCC confidential data, shall not be returned to operation until CDSS/FCCC gives its approval.

10. CONFIDENTIALITY STATEMENTS

A. Requirement: All staff of the Contractor with actual or potential access to CDSS/FCCC confidential data shall read and sign a Confidentiality Agreement.

B. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.

C. Submission: The signed original Confidentiality Agreement shall be submitted to the FCCC project representative. The Contractor shall notify FCCC immediately of the appointment or separation of an employee who has been authorized access to CDSS/FCCC confidential data.

D. Annual Notification: The Contractor shall provide to FCCC, in June of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

11. SECURITY SYSTEMS ADMINISTRATOR DUTIES

A. Designation: The Contractor shall designate a single person as the authorized database user. The name of the individual so designated shall be supplied to FCCC.

B. Employee Verification: The Contractor shall verify that the employee who performs the duties of the authorized database user is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.

12. RISK ANALYSIS/CONTINGENCY PLANS

A. The Contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the or that are used to process or store CDSS/FCCC confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders: fire, flooding, and electrical disturbances and loss of data communication capabilities. The Contractor shall advise the FCCC or its designated agent of any vulnerability that may present a threat to CDSS/FCCC confidential data and of the specific safeguards used for protecting the CDSS/FCCC confidential data. The Contractor shall take the necessary steps to protect the CDSS/FCCC confidential data.
B. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular back-up of automated files and databases, secure storage, recovery, and restarting planning procedures.
CONFIDENTIALITY AGREEMENT

I, _______________________________ an employee of _______________________________, hereby acknowledge that the California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by state and federal law including California Welfare and Institutions Code §10850 California Penal Code §11167.5, 45 Code of Federal Regulations 205.50, and 1798.24 of the Civil Code relating to research.

I (initial) ___________ acknowledge that my supervisor, or the data librarian, has reviewed with me the appropriate provisions of both state and federal laws including the penalties for breaches of confidentiality.

I (initial) ___________ acknowledge that my supervisor, or the data librarian, has reviewed with me the confidentiality and security policies of the CDSS/FCCC.

I (initial) ___________ acknowledge that my supervisor, or the data librarian, has reviewed with me the policies of confidentiality and security of our organization.

I (initial) ___________ acknowledge that unauthorized use, dissemination, or distribution of CDSS/FCCC confidential information is a crime.

I (initial) ___________ hereby agree that I will not use, disseminate, or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the specific research I am conducting.

I (initial) ___________ also agree that unauthorized use, dissemination, or distribution is grounds for immediate termination of my organization’s Memorandum of Understanding/Agreements with the CDSS/FCCC and may subject me to penalties both civil and criminal.

Signed ___________________________ Date ___________