

**GRANT AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF GRANTEE]
FOR FISCAL YEAR 2023-2024**

This Agreement, entered into this ____ day of _____, 20[____], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Grantee], a [Name of State] [type of business], hereinafter referred to as “GRANTEE,” is made upon the following considerations:

WHEREAS, COUNTY finds that there is an ongoing need to collaborate with local Community and Family Resource Centers regarding the provision of employment, nutrition support, child abuse and neglect prevention and early intervention services to the residents of Humboldt County; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services (“DHHS – Social Services”), has developed goals and objectives that are consistent with its vision, mission and principles, which include assisting Community and Family Resource Centers in improving the health and well-being of families in Humboldt County; and

WHEREAS, GRANTEE has requested a one-time allocation of [_____] Dollars (\$____,____.____) for the purpose of funding projects that are consistent with the goals and objectives of the California Work Opportunity and Responsibility to Kids (“CalWORKs”), Temporary Assistance for Needy Families and CalFresh programs; and

WHEREAS, COUNTY finds that a public purpose will be served by the projects upon which the requested funds will be expended through the improvement of the health and well-being of families and children residing in Humboldt County; and

WHEREAS, COUNTY and GRANTEE (collectively, “the Parties”) desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the establishment, implementation and administration of GRANTEE’s projects.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

- A. Provision of Professional Support Services. GRANTEE shall develop, coordinate and provide the professional services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In performing such services, GRANTEE shall fully cooperate with the DHHS – Social Services Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Faith-Based Activities. GRANTEE shall not engage in inherently religious activities (including, without limitation, worship, religious instruction, and proselytization), or otherwise exert any religious influence whatsoever, as part of the services provided pursuant to the terms and conditions of this Agreement. If GRANTEE conducts any religious activities as part of its standard operations, such activities must be offered separately, in time and location, from the services provided hereunder, and participation must be voluntary with respect to any individuals who have been referred to GRANTEE by COUNTY pursuant to the terms and conditions of this Agreement.

2. RESPONSIBILITIES OF COUNTY:

COUNTY will provide GRANTEE with an amount not to exceed [REDACTED] Dollars (\$[REDACTED],[REDACTED].[REDACTED]) for the purpose of allowing GRANTEE to develop, plan and implement service improvements and community-based service integration strategies that are consistent with the goals and objectives of the CalWORKs, Temporary Assistance for Needy Families and CalFresh programs in collaboration with DHHS – Social Services as set forth in Exhibit A – Scope of Services.

3. TERM:

This Agreement shall begin on July 1, 2023 and shall remain in full force and effect until June 30, 2024, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if GRANTEE fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, GRANTEE shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by GRANTEE.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions to this Agreement is [REDACTED] Dollars (\$[REDACTED],[REDACTED].[REDACTED]). GRANTEE hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by GRANTEE, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of GRANTEE. GRANTEE shall notify COUNTY, in

writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum payable amount will be reached.

6. PAYMENT:

GRANTEE shall submit to COUNTY quarterly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each calendar quarter in which services are provided hereunder. GRANTEE shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Services
507 F Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: Connie Beck, Social Services Director
507 F Street
Eureka, California 95501

GRANTEE: [Name of Grantee]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

8. REPORTS:

GRANTEE agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. GRANTEE shall submit one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. GRANTEE hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating

to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

GRANTEE hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE shall cooperate with a corrective action plan, if deficiencies in GRANTEE's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of GRANTEE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy

Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United

States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons Contractor, in that GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. GRANTEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if GRANTEE subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, GRANTEE certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. GRANTEE's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
 - 2. Agree to abide by GRANTEE's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION: **[USE FOR PRIVATELY OWNED ENTITIES – REMOVE IF NOT APPLICABLE]**

- A. Hold Harmless, Defense and Indemnification. GRANTEE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and

against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, GRANTEE's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve GRANTEE from liability under this provision. This provision shall apply to all claims for damages related to GRANTEE's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

OR

15. INDEMNIFICATION: **[USE FOR PUBLIC ENTITIES – REMOVE IF NOT APPLICABLE]**

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party shall bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and GRANTEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting GRANTEE's indemnification obligations set forth herein, GRANTEE, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of GRANTEE or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general

aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that GRANTEE shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, GRANTEE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. GRANTEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If GRANTEE does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

GRANTEE: [Name of Grantee]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GRANTEE shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. GRANTEE hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. GRANTEE hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. GRANTEE hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. GRANTEE hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Local System of Care. GRANTEE hereby agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit D – Local System of Care and incorporated herein by reference as if set forth in full.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event

shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and GRANTEE shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. STANDARD OF PRACTICE:

GRANTEE warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by GRANTEE shall become the property of COUNTY. However, GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, GRANTEE shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY: **[REMOVE IF NOT APPLICABLE]**

GRANTEE does not waive its sovereign immunity or consent to suit in any court except as expressly stated, and subject to the limitations and considerations set forth herein.

A. Limited Waiver and Consent to Suit. GRANTEE waives its sovereign immunity and consents to suit as to "Covered Claims" as defined herein. GRANTEE's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit E – Resolution of Limited Waiver of Sovereign Immunity and incorporated herein by reference as if set forth in full.

B. Conditions and Limitations. The limited waiver of sovereign immunity and consent to suit set forth herein is subject to all of the following conditions and limitations:

1. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to claims by COUNTY that GRANTEE has violated any provision of this Agreement or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement. It does not include tort claims, claims for indirect, special, exemplary or punitive damages, or any other claims not sounding in contract.
2. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to COUNTY, and not to any other person, group or entity, including, without limitation, any commercial or governmental entities.
3. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to the California State Courts in Humboldt County and appropriate state appellate courts. GRANTEE does not consent to suit in any other court.
4. The limited waiver of sovereign immunity and consent to suit set forth herein is specifically limited to monetary damages constituting a reimbursement of funds for obligations not performed by GRANTEE under the terms and conditions of this Agreement, not to exceed the total cost contemplated under this Agreement, and/or specific performance to compel enforcement of this Agreement. The limited waiver of sovereign immunity and consent to suit set forth herein specifically does not allow for recovery of attorneys' fees or other costs associated with litigation of Covered Claims or post-judgment interest.
5. Notwithstanding any applicable statute of limitations or other law, the limited waiver of sovereign immunity and consent to suit set forth herein shall be enforceable only for such period as this Agreement remains in effect, and only as to claims arising during the effective period of this Agreement, except that the limited waiver of sovereign immunity and consent to suit set forth herein shall remain effective for any proceeding then pending, and all appeals arising therefrom, until the underlying legal issues have been fully resolved.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. GRANTEE shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing and confidentiality requirements set forth herein. GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES: **[USE FOR NON-TRIBAL ENTITIES – REMOVE IF NOT APPLICABLE]**

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations

hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

39. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

40. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to

be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER. [REMOVE IF NOT APPLICABLE]

[NAME OF GRANTEE]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

[REMOVE IF NOT APPLICABLE]

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Connie Beck, DHHS – Social Services Director
(Pursuant to the Authority Delegated by the
Humboldt County Board of Supervisors on
[] [], 2023 [Item No. -])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

Exhibit C – Sample Invoice Form

Exhibit D – Local System of Care

Exhibit E – Resolution of Limited Waiver of Sovereign Immunity [REMOVE IF NOT APPLICABLE]

EXHIBIT A
SCOPE OF SERVICES
[Name of Grantee]
For Fiscal Year 2023-2024

1. SERVICES:

A. Provision of General Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to preserve, strengthen and improve the lives of children, families and individuals living in the areas served by GRANTEE. The professional support services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:

1. Providing COUNTY personnel with access to GRANTEE's office space, on an as-needed basis, subject to availability and the receipt of at least forty-eight (48) hours notice, for the purpose of conducting client meetings and parent/child visitations.
2. Conducting community outreach activities that are designed to engage families, children and individuals that are eligible to receive services provided by any and all applicable DHHS – Social Services programs.
3. Collecting and maintaining updated information regarding housing resources available in Humboldt County.
4. Providing COUNTY with any and all relevant information regarding housing resources available in Humboldt County within one (1) week after identification of such resources.
5. Assisting participants in any and all applicable DHHS – Social Services programs with locating and securing appropriate housing as requested by participants or COUNTY.
6. Assisting with the continued implementation of COUNTY's evidence-based practices approaches by applying such practices and approaches to the support services provided pursuant to the terms and conditions of this Agreement.
7. Assisting COUNTY with the exploration, development and provision of additional support services and activities, beyond those outlined herein, that are designed to preserve, strengthen and improve the lives of children and families residing in Humboldt County.
8. Communicating with COUNTY regarding service delivery, barriers to achievement and progress toward stated outcomes on a regular basis.
9. Attending regularly scheduled meetings, trainings and planning activities as requested by COUNTY.
10. Providing COUNTY with annual progress reports which summarize any and all relevant outcomes data related to the general support services provided pursuant to the terms and conditions of this Agreement in a format approved by COUNTY.

B. Provision of CalWORKs Welfare-to-Work Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase participation in, and the effectiveness of, the CalWORKs Welfare-to-Work program, including, without limitation, all of the following:

1. Serving as an advocate for COUNTY's CalWORKs Work Experience or Community Service programs, including, without limitation:
 - a. Educating potential service providers regarding the benefits of program participation.
 - b. Linking potential service providers with appropriate COUNTY personnel regarding site development, if applicable.
 - c. Meeting with program staff at least once each reporting period, as mutually agreed upon and scheduled by COUNTY, to coordinate services and exchange information regarding work sites, training needs and program progress.
 2. Assisting COUNTY service providers, including, without limitation, DHHS – Public Health nurses and DHHS – Behavioral Health clinicians, with the provision of program-related services.
 3. Cooperating with program staff in conducting various community outreach activities that are designed to increase participation in work activities and mitigate or eliminate employment barriers, including, without limitation:
 - a. Identifying new work activities and employment opportunities that can be made available to program participants.
 - b. Assisting program participants with locating support services that are designed to reduce barriers to successful employment, including, without limitation, services related to job-readiness, life skills development, transportation and child care.
 - c. Assisting program participants with meeting work participation goals by facilitating work experience activities.
 - d. Providing program participants with access to computers, office equipment and instructional material for the purpose of meeting work activity requirements that are designed to increase work participation rates.
 - e. Providing COUNTY with written verification regarding the amount of time that each program participant spent utilizing computers, office equipment, instructional materials, and other resources provided by GRANTEE for work eligible activities.
 4. Assisting program participants with obtaining appropriate housing.
 5. Communicating with program staff regarding the progress of program participants receiving the program-related support services provided pursuant to the terms and conditions of this Agreement.
 6. Providing COUNTY with quarterly CalWORKs service reports in a format approved by COUNTY.
- C. Provision of Temporary Assistance for Needy Families Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase the frequency with which children are cared for in their own homes or in the homes of relatives, including, without limitation, all of the following:

1. Assisting children and families at risk of abuse and neglect, with priority given to children and families living in remote areas of Humboldt County that are at least thirty (30) minutes away from Eureka and families with children zero (0) to five (5) years of age, with obtaining appropriate support services, including, without limitation:
 - a. Assistance in accessing center-based and in-home educational services that are designed to improve parenting skills.
 - b. Assistance in meeting basic needs, including, without limitation, referring clients to community-based organizations that provide food, utility assistance and other basic necessities.
 - c. Assistance in obtaining appropriate behavioral health support, including, without limitation, referring clients to counseling, domestic violence and substance use disorder treatment services.
2. Conducting initial and post-service assessments with each participating family that are designed to collect, per established guidelines and standards, service-related data regarding, at a minimum, all of the following outcome indicators:
 - a. Family functioning and resiliency data, including, without limitation, adaptive skills and strategies to persevere in times of crisis, the ability to openly share positive and negative experiences and mobilize to accept, solve and manage problems, that can be utilized to assess a family's risk of substance abuse, support system status, risk of emotional or sexual abuse and supervision indicators.
 - b. Social emotional support data, including, without limitation, perceived informal support from family, friends and neighbors, that can be utilized to assess a family's ability to provide for emotional needs.
 - c. Concrete support data, including, without limitation, perceived access to tangible goods and services that are designed to help families cope with stress, particularly in times of crisis or intensified need, that can be utilized to assess the status of career goals and access to nutrition indicators.
 - d. Caregiver and Practitioner Relationship data, including, without limitation, data related to understanding the relationship between caregivers and practitioners that positively affects parents' success in participating in services, that can be utilized to assess the status of a family's continued participation in services.
 - e. Nurturing and attachment data, including, without limitation, perceived emotional ties along with a pattern of positive interaction between the parent and child which develops over time, that can be utilized to assess parenting skills and emotional well-being indicators.
3. Compiling, and providing COUNTY with, or access to, collected data regarding the program-related services provided pursuant to the terms and conditions of this Agreement in a format approved by COUNTY.
4. Providing COUNTY with semi-annual and annual Temporary Assistance for Needy Families program service reports which include, without limitation, the total number of service referrals received from COUNTY during the applicable reporting period, the total

number of service contacts between GRANTEE and each participating individual or family during the applicable reporting period and the nature of the services provided in each contact, in a format approved by COUNTY.

D. Provision of CalFresh Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase usage of CalFresh benefits and reduce food insecurity among adults and children residing in Humboldt County, including, without limitation, all of the following:

1. Identifying potential program applicants and assisting with the application process for CalFresh benefits.
2. Educating potential program applicants regarding program use to correct misperceptions regarding CalFresh benefits.
3. Providing potential program applicants with nutritional information, outreach materials, enrollment support and guidance.
4. Facilitating activities, including, without limitation, cooking demonstrations, community garden presentations and food pantries, that are designed to reduce stigma associated with program participation.
5. Assisting COUNTY staff with facilitating activities that are designed to increase participation in work activities and mitigate or eliminate employment barriers.
6. Providing potential program applicants with laundry vouchers and/or use of laundry facilities, as available.
7. Providing COUNTY personnel with access to office space that can be used to present nutrition education events at mutually agreed upon dates and times.
8. Providing COUNTY with quarterly CalFresh service reports in a format approved by COUNTY.

2. COUNTY RESPONSIBILITIES:

A. General Responsibilities. COUNTY shall collaborate with GRANTEE to explore and develop additional support services and activities, beyond those outlined herein, that are designed to preserve, strengthen and improve the lives of children and families residing in Humboldt County. COUNTY shall provide adequate staffing when COUNTY is utilizing GRANTEE's facilities for activities conducted pursuant to the terms and conditions of this Agreement.

B. CalWORKs Welfare-to-Work Program Responsibilities. COUNTY shall collaborate with GRANTEE regarding the provision of social, health and family support services that are designed to increase participation in, and the effectiveness of, COUNTY's CalWORKs Welfare-to-Work program. COUNTY's responsibilities regarding the provision of services that are intended to support the CalWORKs Welfare-to-Work program, shall include, without limitation, all of the following:

1. Utilizing program-related information provided by GRANTEE to negotiate with potential service providers regarding the development of additional program sites.

2. Assigning COUNTY service providers, including, without limitation, DHHS – Public Health nurses and DHHS – Behavioral Health clinicians, to collaborate with GRANTEE, as set forth in the CalWORKs County Plan, regarding the provision of the program-related support services required pursuant to the terms and conditions of this Agreement.
 3. Scheduling and attending quarterly meetings to discuss the effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.
 4. Monitoring the progress of each individual program participant receiving program-related support services provided pursuant to the terms and conditions of this Agreement.
 5. Evaluating the overall effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.
- C. Temporary Assistance for Needy Families Program Responsibilities. COUNTY shall collaborate with GRANTEE regarding the provision of social, health and family support services that are designed to increase the frequency with which children are cared for in their own homes or in the homes of relatives. COUNTY's responsibilities regarding the provision of services that are intended to support the Temporary Assistance for Needy Families program shall include, without limitation, all of the following:
1. Referring children and family members that are eligible to receive program-related support services provided pursuant to the terms and conditions of this Agreement.
 2. Scheduling and attending meetings to discuss the effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.
 3. Monitoring the progress of each individual client receiving program-related support services provided pursuant to the terms and conditions of this Agreement.

EXHIBIT B
SCHEDULE OF RATES
[Name of Grantee]
For Fiscal Year 2023-2024

1. RATE OF COMPENSATION:

COUNTY shall compensate GRANTEE for the social, health and family support services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

A. Personnel Costs	
Title:	\$
Duties Description:	
Title:	\$
Duties Description:	
Total Personnel Costs:	\$
B. Operational Costs	
Item:	\$
Description:	
Item:	\$
Description:	
Total Operational Costs:	\$
C. Supplies	
Item:	\$
Description:	
Item:	\$
Description:	
Item:	\$
Description:	
Total Supply Costs:	\$
D. Transportation/Travel (<i>Travel expenses must follow Humboldt County Travel Policy Limits</i>)	
Item:	\$
Description:	
Item:	\$
Description:	
Total Transportation/Travel Costs:	\$
E. Other Costs	
Item:	\$
Description:	
Item:	\$
Description:	
Item:	\$
Description:	
Total Other Costs:	\$
Grand Total:	\$

Personnel Costs: Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires *etc.* are allowable if total amount of Personnel Costs category

does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. GRANTEE may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

Operational Costs: Include any and all direct and indirect expenses associated with the proposed family support services program, except consumable supplies and travel, including, without limitation rent, office supplies, postage, paper, communications, equipment, contract labor or services and overhead or administrative costs, with each cost type listed separately.

Consumable Costs: Include any and all items that will be consumed by program participants or staff, including, without limitation, food and meeting supplies.

Transportation Costs: Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel-related expenses.

Miscellaneous Costs: Include anything not already covered in the budget categories above, with each such expense listed separately.

Overhead and Administrative Costs: Per federal guidance, overhead and administrative costs may not exceed ten percent of (10%) of the total modified program costs.

EXHIBIT C
SAMPLE INVOICE FORM

[Name of Grantee]

For Fiscal Year 2023-2024 through

(Place on agency letter head)

INVOICE

Grantee Name

Contract Reference

Grantee Street Address

City, State, Zip Code

Invoice Date

Invoice Period

Invoice Number

Contact Name

Contact Phone Number

Date of Service	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

EXHIBIT D
LOCAL SYSTEM OF CARE
[Name of Grantee]
For Fiscal Year 2023-2024

Child services are part of the local System of Care (“SOC”), therefore GRANTEE will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. GRANTEE is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the GRANTEE serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.

12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.

EXHIBIT E
RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY
[Name of Grantee]
For Fiscal Year 2022-2023

[REMOVE IF NOT APPLICABLE]