

AGREEMENT FOR SERVICES #9067
Transitional Housing Program-Plus Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Whole Person Learning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11816 Kemper Road, Auburn, California 95603 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide Transitional Housing Program-Plus (THP-Plus) services to eligible young adults between the ages of eighteen (18) and twenty-four (24) years of age, inclusive, (herein meaning starting at their 18th birthday until their 25th birthday) who have emancipated from court-ordered out-of-home foster/probation care at age eighteen (18) or as specified in the THP-Plus guidelines and as referred by the County Health and Human Services Agency (HHSA) or County Probation Department, Juvenile Services;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall operate a THP-Plus program on behalf of County and in accordance with the appropriate requirements of the California Welfare and Institutions Code (WIC) and the California Department of Social Services (CDSS). The goal of the THP-Plus program is to

provide a safe living environment while helping young adults (referred to herein as “Participant”) achieve self-sufficiency so that they may continue to learn appropriate life skills upon leaving the foster care support system. THP-Plus program services shall be performed in accordance with Exhibit A, marked “Transitional Housing Placement-Plus Plan for Implementation in El Dorado County,” and Exhibit B, marked “THP-Plus Certification Materials,” incorporated herein and made a reference a part hereof.

Further, Contractor shall immediately notify County of the Participant’s first day of participation and shall immediately notify County of the Participant’s last day of participation. Contractor shall also monitor Participant’s progress toward identified goals. Entrance, quarterly, exit, and post-exit follow-up reports shall be completed and maintained for each Participant who participates in the program. The data shall be continuously updated by Contractor.

Contractor also shall submit quarterly reports electronically as follows, or as otherwise directed in writing by County:

<i>Email</i>
Attention Leslie Griffith, at leslie.griffith@edcgov.us

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of March 1, 2025 through February 28, 2030.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of invoices identifying the services rendered.

A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit A, Item VI titled “THP-Plus Rates & Service Levels.” Said monthly rate shall be prorated per Participant for any month in which only a partial month of service was provided, based upon available funding. These monthly rates shall be inclusive of all Contractor costs including but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses. Rates may be updated annually upon written approval, including electronic communication, from County’s Contract Administrator or designee. Rate change requests are subject to written approval by the County Contract Administrator or designee.

Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or

5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be increased.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the HHSA invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
SSCWSinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$1,600,000, inclusive of all costs, taxes, and expenses.

ARTICLE V

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey or requested follow up compliance documentation within sixty (60) days may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit C, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

ARTICLE VII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XI

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the County's Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

WHOLE PERSON LEARNING, INC.
11816 Kemper Road
Auburn, CA 95603
ATTN: Christina Nicholson, Director
wplcep@pacbell.net

or to such other location or email as the Contractor directs.

ARTICLE XVIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIX

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way

arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

ARTICLE XXI

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall

any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County will withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

County Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic

signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Additional Terms and Conditions:

- A. Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and WIC Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the CFR Title 45, parts 160-164, and the Confidentiality of Medical Information Act, California Civil Code Sections 56 et seq. regarding the confidentiality and security of Personally Identifiable Information (PII).

PII means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

- 1. Permitted Uses and Disclosures of PII by Contractor.
 - a. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains,

or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:

- 1) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
- 2) Take all reasonable steps to destroy, or arrange for the destruction of a Client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

2. Responsibilities of Contractor.

a. Contractor agrees to safeguards:

- 1) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - i. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - ii. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- 2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - i. Network based firewall or personal firewall; and
 - ii. Continuously updated anti-virus software; and
 - iii. Patch-management process including installation of all operating system/software vendor security patches.
- 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal

and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

- C. Access to Records: The Contractor shall provide access to the federal, state or local Contractor agency, the Controllor General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- D. Compliance with All Federal, State, and Local Laws and Regulations: Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- E. Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 75.213 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
 2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above Paragraph 2.
 4. Have not within a three (3)-year period preceding this Agreement had one or more public

transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 75.213.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state governments, County may immediately terminate this Agreement for cause or default.

- F. Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 75 and in the "Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 75, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of Sections Affected issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.
- G. Annual Audit: Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and

included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."

- H. Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- I. Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- J. Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.
- K. Fingerprinting: Pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the WIC of a person who applies for a license, employment, or volunteer position, in which they would have supervisory or disciplinary power over a minor or any person under their care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:
 - 1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
 - 2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees, or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to

obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer, or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

- L. Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

- M. Release of Information: Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- N. Transfer of Records: In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.


ARTICLE XXXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.


Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Nov 12, 2024 11:57 PST)

Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 11/12/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Nov 12, 2024 19:04 PST)

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 11/12/2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- WHOLE PERSON LEARNING, INC. --

By: Christina Nicholson
Christina Nicholson (Nov 20, 2024 15:30 PST)
Christina Nicholson
Chief Executive Officer/Secretary
"Contractor"

Dated: 11/20/2024

By: Joseph Nicholson
Joseph Nicholson (Nov 20, 2024 17:16 PST)
Joseph Nicholson
Chief Financial Officer
"Contractor"

Dated: 11/20/2024

Whole Person Learning, Inc.
Exhibit A
Transitional Housing Placement-Plus Plan for Implementation in El Dorado County



Prepared by:
Christina and Joseph Nicholson, Directors September 15, 2010
(Amended: November 30, 2019)
(Amended: July 1, 2022)
(Amended: March 20, 2024)
(Amended: September 4, 2024)

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I. Purpose of the Housing Opportunities Providing Experience (HOPE) Program and Mission of Whole Person Learning

The overall mission of Whole Person Learning is: *to empower youth and young adults to thrive in their communities by using a collaborative, individually tailored, positive youth development approach.* Our vision: *Youth and young adults are engaged in their communities, honored for their lived experiences, and participating actively in their futures.* The specific purpose of HOPE is to work together with eligible emancipated youth ages 18 to 25 by:

- Securing and maintaining housing near employment, education, transportation, and other natural supports;
- Providing intensive financial assistance and support in learning life skills;
- Connecting with community resources and building relationships with lifelong supports;
- Coordinating services in all areas of transition, including but not limited to: employment, education, training, health, housing, leadership, legal, money management and transportation.

HOPE participants describe the purpose of HOPE as follows:

- Reaching out, giving guidance and focusing on individual needs for independence;
- Receiving one-on-one assistance that helps expand knowledge of life skills, such as finances and self-management;
- Furthering youths' understanding of balance with responsibility;
- Guiding youth in reaching their happy medium with managing full financial responsibility;
- Ensuring each youth's potential for success.

II. Population to be Served

The HOPE/THP-Plus program, administered by Whole Person Learning, will serve young adults ages 18 and not yet 25 years old who have emancipated from court ordered out of home foster/probation care, from a county that has elected to participate in THP-Plus, when they have reached at least age 18. Participants will also have established and be pursuing the goals identified in their county-approved Supportive Transitional Emancipation Program (STEP) Transitional Independent Living Plan (TILP). Whole Person Learning will work closely with El Dorado County Independent Living Program (ILP) and/or other county ILP Coordinators to verify proof of dependency, age at emancipation, placement type and ILP participation.

Admission Criteria

Youth will begin the THP-Plus/HOPE admission process by completing a referral form with the referring contact person. At this point, youth will be screened for eligibility requirements. When a housing slot becomes available, the next step will be for the youth and their supports (which may consist of the referring contact person, their ILP worker, a youth or parent advocate, and other permanent supports) to attend an application meeting where the HOPE program is explained in detail. If youth decide to continue the

application process, they would be required to complete the application form and attach their current budget and TILP. The application, references and supporting documents will be reviewed with the following criteria:

- Youth must be actively involved in mental health and/or substance abuse treatment, as recommended by a licensed and/or certified practitioner.
- Youth is willing to participate in all aspects of THP-Plus and will follow the THP-Plus Policies.
- Youth is willing to participate with a support team in decision making and goal setting for success in THP-Plus.
- Youth does not have sufficient resources available through other agencies/private funding.
- Pregnant or parenting youth may be given priority if she/he meets all the guidelines.
- Older youth (ages 20-24) may be given priority, if he/she meets all other guidelines.
- Youth who are homeless or pending immediate homelessness may be given priority if he/she meets all other guidelines.

If the applicant meets the above criteria, an interview will be scheduled with the youth and their supports. The THP-Plus interview panel will consist of, at minimum, an El Dorado County Representative and a HOPE Administrative staff. Interview questions will reflect the above criteria and the strengths and needs of the young adult. A second interview may be scheduled, if needed. The interview panel would then decide to accept or reject the application. Application rejections will be in writing and include specific information regarding why the applicant was not accepted.

Statement of Non-discrimination

Whole Person Learning does not discriminate on the basis of race, gender, sexual orientation, or disability and provides a safe and adequate residence and allows participants the maximum amount of independence and self-sufficiency.

III. Services Provided by Whole Person Learning/HOPE Goal Statement, Supportive Services, and Subsidies

The goal of HOPE is to walk alongside and coach participants as they build permanent supports and become empowered to identify and achieve their individual goals in housing, health, money management, employment, education, transportation, legal, leadership and life skills.

After a youth is accepted into HOPE, a Transition Team Meeting will be scheduled with the youth and their supports. Supports may consist of HOPE Youth Coaches, ILP or One Stop/employment agency staff, former foster parents, education agency staff, friends, relatives and any other supports identified by the youth. During this meeting, the youth will identify their goals in the areas of housing, health, money management, employment, education, transportation, legal, leadership and life skills. Youth will also identify specific supports who will help them achieve their goals and a timeline by when the goals are to be accomplished.

During this first Transition Team Meeting, the Tenant Provider Contract Agreement will be reviewed and signed by the youth and all supports. HOPE Guidelines for Participant 36 Month Expenses will also be reviewed. These guidelines identify the youth percentages of their expenses in the areas of savings, rent, utilities, food and transportation. For example, youth are required to save 50% of their earnings, including financial aid and/or cash aid for at least the first 6 months of the program. This savings requirement decreases over time as other expenses increase. After 18 months in the program, with gradual increases, participants will be required to pay 50% of their rent and utilities. During the last three months of the program, the guidelines also show how youth are required to attempt to pay 100% of their expenses to transition out of HOPE more smoothly.

Youth Coaches and youth will search for and secure safe and affordable housing that meets each youth's individual needs (e.g., the apartments will be located near public transportation lines, employment, educational and vocational opportunities, health services and connections to the youth's natural supports). Youth Coaches will work with the youth and property manager to assure compliance with federal, state and local housing laws and to inspect the unit, using the U.S. Department of Housing and Urban Development Inspection Form & Checklist. If the unit appears to comply with housing quality standards, the youth, HOPE staff, and Property Manager will utilize Third Party Agreements to clearly explain the responsibilities of each party regarding rent, policies, procedures and services of the program. Releases of Information with the Property Manager will also be signed. Deposits and first month's rent will be paid by HOPE. A full size bed, dresser, dining table and chairs, pots, pans, dishes, silverware, fire extinguisher and ladder, first aid kit, \$200.00 of grocery items, and \$400.00 of household items such as a vacuum cleaner, lamps, etc.(the youth and Youth Coach shop for these together, see attached shopping list) will be provided on move in day.

HOPE offers a scattered site model of THP-Plus where youth directly lease their apartment. The lease, utilities, phone and other expenses will be in the youth's name, allowing youth to build credit. A Plan for Fiscal Self Sufficiency (PFSS), which outlines the youth's and HOPE's specific financial obligations, will also be completed when the rental amount, which will vary depending upon the apartment complex where the youth chooses to live, is determined (e.g., the youth's rental obligation may show an increase of \$30.00 to \$40.00 per month). HOPE will provide a rental subsidy that decreases over time as youth progress in the program and are able to pay larger amounts of their rent. THP-Plus will contribute \$50.00 per month in an interest bearing savings account for program participants. Participants will receive up to \$250.00 per month for groceries, \$200.00 per month for utility assistance (electricity, gas and phone), \$150.00 per month for transportation assistance (e.g., auto expenses, gas, bus passes) and \$100.00 per month for other expenses (e.g. clothing, health care, educational supplies and miscellaneous furnishings). It is important to note that the "other expenses" are an average which includes the initial cost of all move in furnishings. To access funding, HOPE participants will complete requests for specific amounts needed and sign for gift cards or checks received.

HOPE and the youth will pay the amounts specified in the PFSS directly to the apartment complex, utility and phone companies. If the youth is unable to meet their financial commitments, (e.g., loss of job, reduced hours at work, unemployment, disability, etc.) they are required to immediately notify their HOPE Youth Coach to modify their plan and schedule a Transition Team Meeting. During their Transition Team Meeting, youth and their supports will review the youth's progress towards their goals and discuss options for the youth to meet their financial obligations, including extra financial support from HOPE.

Youth will then be required to show documentation of their efforts to meet their goals (e.g.: job seeking contact sheet, application to unemployment or Social Security). Transition Team Meetings will occur on at least a bi-annual basis and more frequently for participants who may be struggling with areas of non-compliance with HOPE policies. In order to meet the goals identified during Transition Team Meetings, HOPE will work with the youth and their supports to provide coaching and support services including, but not limited to the following:

- Education (e.g. assisting youth in obtaining high school diploma, GED or CHSPE, applying for college, vocational training, financial aid, scholarships and grants, monitoring and supporting youth in maintaining attendance and academic success);
- Employment (e.g. training in jobs seeking/keeping and readiness skills, linkage with local One Stop Centers and other employment resources, assessment and exploration of future career goals, education regarding high wage jobs that can help to ensure financial independence);
- Health (e.g. assisting youth who are in need of counseling, therapy or other medical treatment in identifying, accessing and engaging in treatment available through public or private providers who accept Medi-Cal, working with youth to arrange transportation to all medical appointments, monitoring and assisting youth with acute or chronic medical conditions in following the recommendations of their doctor, including appropriate use of medication);
- Financial management (e.g. training in creating and adhering to a budget, explaining advantages and consequences of using credit, depositing \$150.00 per quarter in an interest bearing savings account, reviewing all financial records with youth on a monthly basis and monitoring the Plan for Fiscal Self-Sufficiency, providing basic utilities, telephone and other housing needs);
- Housing (e.g. finding and securing safe and affordable housing, inspecting units, establishing lease and program agreements with property managers, training on state and federal fair housing laws, providing basic household furnishings, informing on safe and healthy care and maintenance of a household and, upon graduation, assisting youth with securing and maintaining affordable housing upon completion of the program);
- Emergency support (e.g., informing youth of and posting emergency phone numbers and 24 hour crisis lines, instructing youth to call 911 for life threatening emergencies);
- Community resources and supports (e.g. helping youth to identify, connect and build relationships with permanent life-long supports, including family, friends and other natural connections)

- Aftercare and evaluation (e.g. assisting youth in locating adult mentors that meet their particular interests and needs, securing commitments from mentors to follow youth for at least six months after graduation from the program, connecting youth to support groups and community resources, tracking and evaluating youth outcomes for at least two years after graduation).

In addition to the above intensive and individualized life skills training, participants may also attend Celebrations/Advisory Meetings where youth evaluate HOPE, create and approve policy changes, learn from past and current participants and receive recognition for specific accomplishments (e.g., receiving an AA degree, completing training, securing employment, utilizing community resources). Training workshops on CPR/First Aid, Money Management, Scholarships, Taxes and Tenants Rights and Fair Housing are also offered throughout the year.

After completion of the program, the direct lease model is specifically designed to allow youth to continue residence in their apartment. Youth will also have the opportunity to keep their furnishings even if they choose to change residence. Youth will receive their HOPE accumulated savings as deposited in the interest bearing savings account and apartment deposit amount, provided there are no fees due to the apartment complex.

Services to be provided in accordance with *Welfare and Institutions Code Section 16522.1, §(h) (1)-(21).*

Please see Certification Materials submitted by Whole Person Learning, Inc. to demonstrate in detail how HOPE will provide services in accordance with Welfare and Institutions Code Section 16522.1, §(h) (1)-(21).

IV. Rights of HOPE Participants

The following is a list of all rights to which HOPE participants are entitled, according to the California Manual of Policies and Procedures, Section 30.920.

- The HOPE program will only serve eligible tenants as defined in MPP Section 30-900.13.
- The HOPE program shall not discriminate on the basis of race, color, national origin, gender, sexual orientation, age, religion, political affiliation, or mental or physical disability and that youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- HOPE shall, with the assistance of a county designee, assist each tenant to complete the STEP/THP-Plus TILP form.
- HOPE tenants and workers will coordinate services with ILP, other community service providers and youth supports to accomplish the goals described in their STEP/THP-Plus TILP.
- The tenant's STEP/THP-Plus TILP is reviewed and updated at least annually by the tenant, the county designee, and other appropriate individuals and as needed to reflect necessary changes.

- Tenants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- HOPE participants will be provided housing that has reasonable transportation access to schools, employment, appropriate supportive services, shopping and medical care.
- Whole Person Learning/HOPE ensures that all agency employees are trained and capable of working with former foster youth.
- Criminal record clearances are required for all Whole Person Learning employees.
- HOPE staff will work with property managers and housing agencies to assure compliance with applicable federal, state, and local housing laws and fire clearance requirements.
- No more than two tenants will share a bedroom.
- Youth participating in HOPE will be free from arbitrary and capricious rules. They will have all HOPE Policies, Agreements and Lease Agreements written in appropriate and understandable languages and formats. These policies and agreements will be reviewed with the youth's transition team and signed by the youth and all other parties. Youth will have the right to appeal any loss of services and financial assistance before they are suspended (unless imminent physical harm would result). Youth will also have the right to a grievance procedure. If youth are not satisfied with the program and/or have a complaint or grievance they will discuss their concerns with their HOPE Coach, the HOPE Program Director, the El Dorado County Contract Liaison and/or the El Dorado County Ombudsman. If necessary, we may utilize mediation services to find mutual resolution.
- Whole Person Learning will assure that HOPE participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. Information about a youth's receipt of services will not be released without a written release from the tenant.
- The HOPE participant's right to privacy will also be respected. Information will only be requested from youth when it is specifically needed for the provision of services. Written documentation verifying the necessity of the information will be provided if youth are required to give information as a condition of obtaining services.
- By utilizing the direct lease model of scattered site housing, youth will directly lease their apartments with HOPE Youth Coaches and Directors working behind the scenes to assure housing stability. The functions of property management and service delivery will be separate. HOPE will use third party agreements with the tenant, property manager and HOPE to clearly define the roles and responsibilities of each party.
- Whole Person Learning shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.). HOPE staff will work with property managers and housing agencies to access resources and materials that will help to confirm proper compliance with state and federal fair housing laws.
- If medical services are needed by tenants, these services shall be provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a

- regularly scheduled basis on-site.
- HOPE participants are given a choice regarding what services to access and the location of the services (onsite or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.
 - The THP-Plus program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
 - As noted in the Whole Person Learning, Inc. THP-Plus Certification Materials, applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.
 - As also noted in the Certification Materials, a description of the tenant application process and the selection criteria are included.
 - HOPE will deposit \$50.00 a month in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, provided there are no fees due to the apartment complex above and beyond the deposit amount.

V. Policies of the Program

Whole Person Learning adheres to the following policies, as required by the THP-Plus regulations:

- Compliance with California landlord-tenant law and/or the Transitional Housing Misconduct Act.
- Criminal background checks for all provider employees.
- Compliance with applicable federal, state, and local housing laws and fire clearance requirements.
- Housing to participants that provides reasonable transportation access to schools, employment, and medical care.
- Compliance with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
- Compliance with the requirement that the functions of property management and service provider will not be blended.
- Documentation on each policy has been provided to El Dorado County Social Service Agency as part of the annual certification process.

VI. THP-Plus Rates & Service Levels

The cost per month per participant will be \$2,794.00.

BUDGET:	For the Scattered Site Model	Monthly Cost Per THP-Plus Participant
Administration & Personnel Expenses	2 PTE Youth Coaches/Case Managers (financial recordkeeping and PR taxes at 17%)	\$533.00
	~ Staff mileage	\$170.00
	~ Benefits	\$46.00
	Administrative Costs	
	~ Director	\$350.00
	~ Overhead (rent, insurance, cell phone, supportive services, utilities)	\$90.00
	Workers Compensation	\$5.00
	Subtotal	\$1,194.00
Program Expenses	Program budget may be used towards, but not limited to: rental subsidy, emancipation fund deposits, grocery vouchers, utilities, transportation, clothing, healthcare, etc. (these dollars are intended to be spent flexibly to support the housing needs of the population being served.)	\$1,600.00
	Subtotal	\$1,600.00
Total Budget: Total of Administration and housing per participant per month		\$2,794.00

VII. Reporting Requirements

Whole Person Learning will collect data at entrance, quarterly, exit, six and twelve month follow up for each youth that participates in the program. This will provide outcomes in the areas of housing, employment and income, education and training, health insurance, savings, criminal justice involvement and permanent connections. Youth will complete their STEP TILP at entry into the program. The STEP TILP will provide baseline data on education, employment, health, housing, financial status, and permanent supports. The youth's goals in these areas will be identified and monitored on at least a bi-annual basis during Transition Team Meetings, using a more individualized transition plan. HOPE Youth Coaches will meet with youth on at least a weekly basis to coordinate services with other community service providers and ensure progress is made toward the goals and skills identified in these instruments. Data will be continuously updated, and progress reports will be provided to the county on a quarterly basis. Please see the attached Quarterly Statistical Report charting data in the areas of education, employment, training, and access to other agency services. Narrative Reports will be

completed annually. Youth will also complete annual anonymous Youth Satisfaction Surveys to measure the success of HOPE.

Created: September 15, 2010
Amended: November 30, 2019
Amended: July 1, 2022
Amended: March 20, 2024
Amended: September 4, 2024

Whole Person Learning, Inc.
Exhibit B
THP-Plus Certification Materials



Submitted to El Dorado County
September 1, 2010
(Amended: November 30, 2019)
(Amended: July 1, 2022)
(Amended: March 20, 2024)
(Amended: September 4, 2024)

Whole Person Learning will operate a THP-Plus Program in compliance with the requirements with the California Welfare and Institutions Code Section 16522.1, §(h) (1)-(21). Provided below are the 36 requirements immediately followed by the adopted policies of Whole Person Learning:

1. Eligibility

The Housing Opportunities Providing Experience (HOPE)/THP-Plus program, administered by Whole Person Learning, will serve young adults ages 18 and not yet 25 years old who have emancipated from court ordered out of home foster/probation care at age 18, or as specified in the THP-Plus guidelines. These eligible participants will also have established and be pursuing the goals identified in their County-approved Supportive Transitional Emancipation Program (STEP) Transitional Independent Living Plan (TILP).

Whole Person Learning will work closely with El Dorado County Independent Living Program (ILP) and/or other county ILP Coordinators to verify proof of dependency, age at emancipation, placement type and ILP participation.

2. Non-discrimination

The HOPE program will not discriminate on the basis of race, color, national origin, ancestry, age, marital status, religion, political affiliation, gender, mental or physical disability, sexual orientation, or any other basis protected by federal, state or local law, ordinance or regulation. Youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration and will not be automatically excluded due to these factors.

3. Separate Property Management and Service Provider Functions

By utilizing the direct lease model of scattered site housing, youth will directly lease their apartments with HOPE Youth Coaches and Directors working behind the scenes to assure housing stability. The functions of property management and service delivery will be separate.

4. Participant Application and Selection Criteria

Youth will begin the THP-Plus application process by completing a referral form with the referring contact person. At this point, youth will be screened for eligibility requirements. When a housing slot becomes available, the next step will be for the youth and their supports (which may consist of the referring contact person, their ILP worker, a youth or parent advocate, and other permanent supports) to attend an application meeting where they review the Transitional Housing Policies and Tenant/Provider Contract Agreement. After reviewing these documents, if youth decide to continue the application process, they would be required to complete the application form, which includes listing three references.

Also, youth will be required to attach their current budget and TILP. The application, references and supporting documents will be reviewed with the following criteria:

- Youth must be actively involved in mental health and/or substance abuse treatment, as recommended by a licensed and/or certified practitioner.
- Youth is willing to participate in all aspects of THP-Plus and will follow the THP- Plus Policies.

- Youth is willing to participate with a support team in decision making and goal setting for success in THP-Plus.
- Youth does not have sufficient resources available through other agencies/private funding.
- Pregnant or parenting youth may be given priority if she/he meets all the guidelines.
- Older youth (ages 20-24) may be given priority, if he/she meets all other guidelines.
- Youth who are homeless or pending immediate homelessness may be given priority if he/she meets all other guidelines.

If the applicant meets the above criteria, an interview will be scheduled with the youth and their supports. The THP-Plus interview panel will consist of, at minimum, an El Dorado County Representative, and a HOPE Administrative staff. Interview questions will reflect the above criteria and the strengths and needs of the young adult. A second interview may be scheduled, if needed. The interview panel would then decide to accept or reject the application. Application rejections will be in writing and include specific information regarding why the applicant was not accepted.

Note: If a youth is terminated from THP-Plus, he/she may be given the opportunity to be reconsidered for program participation. If so, the following would be required:

- A new THP-Plus referral would need to be made.
- A "Request for Reconsideration" must be completed by the youth in writing, stating why he/she was terminated from the program, what progress has been demonstrated in the areas that resulted in his/her termination, and what would be done differently in the future. Supporting documentation will be required to show evidence of progress.
- A team meeting with the youth and their past and current supports would be held to discuss a specific plan that outlines the youth's transition goals, how program requirements would be met in the future and how previous actions would not be repeated.
- The youth would be required to maintain his/her goals for a specified period of time as outlined in their plan before their referral is reconsidered.

5. Monitoring Placements

Placements will be monitored by extensive tracking of the youth's progress toward their identified goals as outlined in their Transition Plans and STEP TILP's. Transition Plans are created and updated on an at least bi-annual basis with youth, their support team and HOPE Coaches. The youth's Tennant Provider Contract Agreement and Plan for Fiscal Self Sufficiency (PFSS), which outlines the financial commitments for youth and HOPE, are also continually monitored to ensure program compliance. Youth Coaches will meet with youth on an at least a weekly basis to work toward the completion of the youth's individual goals. Entrance, quarterly, exit, six and twelve month follow up forms will be completed for each youth that participates in the program. Youth will also complete annual anonymous youth satisfaction surveys to measure the success of our program. Data will be continuously updated and progress reports will be provided to the county on a quarterly basis.

6. Education Requirements

Participant will regularly attend school, obtain a high school diploma or GED, and/or

participate in a job-training program. Once he/she meets these goals, they agree to further their education through participation in college, trade school, or other vocational training. HOPE Youth Coaches will regularly monitor progress in school, work or vocational training.

7. Work Requirements

Participant is expected to obtain employment and maintain a paying job. If youth is not working, he/she will register and actively participate in job seeking through the local One-Stop Career Center and other employment resources, maintain active job search and/or do volunteer/community service work. ILP and HOPE Youth Coaches will also assist with employment search and other employment resources.

8. Savings

Youth will open a savings account. Youth will be encouraged to save up to 50% of their monthly earnings (for at least the first six months). As the youth's portion of rent increases the savings requirement can be reduced. HOPE will contribute \$50.00 per month in an interest bearing savings account in any bank or savings institution whose deposits are insured by the FDIC or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the young adult when they leave the program, provided there are no fees due to apartment complex above and beyond the deposit amount.

9. Personal Safety

Local emergency phone numbers will be posted, including fire, police and HOPE Youth Coaches. Youth will be encouraged to complete First Aid and CPR classes within 90 days of admission. Youth are asked to exercise safe and responsible behaviors at all times. Youth will also be given the El Dorado County 24-hour Crisis phone number.

10. Visitors

Policies regarding visitors shall be as follows:

- No visitors will stay in apartment overnight without prior approval of roommate and notification to HOPE Youth Coaches.
- No visitors will be allowed into apartment without permission of roommate.
- The program participant will be held accountable for any problems or damages caused by his/her visitors. Monitoring behavior of the visitor is the responsibility of the program participant and visitors should be told to leave if they act inappropriately.
- Visitors in possession of drugs and or alcohol or under the influence of drugs and alcohol are not allowed into apartments.
- Visitors possessing weapons of any kind are not allowed into apartments.
- Runaways are not allowed into apartments at any time. Knowingly allowing a runaway into an apartment can result in immediate program termination.

Any problems concerning a visitor should be reported immediately to HOPE Youth Coaches or appropriate authority.

11. Emergencies

For life threatening emergencies, program participants will be instructed to call 911. An evacuation plan and emergency phone numbers will be posted. All emergencies must be reported to HOPE Youth Coaches. A staffed 24 hr. crisis line will be available seven days a week through El Dorado County.

12. Medical Requirements

HOPE Youth Coaches will help youth identify and access medical resources within the community. Staff will work with youth to arrange transportation to all medical appointments. If a medical condition could result in harm to self or others, documentation may be required to continue or participate in THP-Plus.

13. Disciplinary Measures

Termination or disciplinary action will be considered if:

- Youth act in such a way that their behavior is dangerous to themselves or others. (Domestic violence or violence towards others will not be tolerated.)
- Youth refuse to take part in the program requirements, e.g.: not keeping appointments with HOPE Youth Coach. Youth abuse alcohol or any non-prescribed or prescribed drugs.
- Youth choose to not attend to their mental health and/or substance abuse treatment, as recommended by a licensed or certified practitioner.
- Youth stay away from apartment for an extended period of time without notifying their HOPE Youth Coach.
- Youth allow a runaway to stay at apartment.
- Youth are affiliated in any way with gang-related individuals or activities.
- Youth drive a motor vehicle while uninsured or unlicensed.
- Youth severely damage or destroy property.
- Youth break the rules of lease/apartment complex and/or the Youth Coaches requests their removal.
- Youth decide that they no longer want to participate in the HOPE Program.

Depending upon the severity of the issue, the following process of notification and corrective action could be used:

HOPE Youth Coach will note and discuss the issue with youth. Needed changes and/or corrective action will be identified.

Written notice will be issued if changes do not occur.

- A team meeting with youth's supports will be completed for review and update of Tennant/Provider Contract Agreement to include necessary changes for continued participation in HOPE.
- A Second Written Notice will be issued if changes do not occur.
- A team meeting with youth's supports will be completed for review and update of Tennant/Provider Contract Agreement to include necessary changes for continued participation and/or possible termination at Third Notice.

- Third Notice and final notice will be issued.
- A team meeting with youth's supports will be completed to discuss transition out of THP-Plus.

Note: Under certain circumstances, e.g. violation of safety issues, immediate action and/or termination may be taken.

Counseling memos may be issued for less severe non-compliance.

14. Child Care

Childcare plans will be developed with a team approach, if appropriate/needed.

15. Pregnancy

Youth who become pregnant or parenting during the course of the program, will be encouraged to continue in HOPE unless there is a medical reason for her not to live independently. The unique need of the youth (e.g. maternity leave, parenting classes, assistance with child care referrals and modified work or school schedules) will be addressed with a team approach.

16. Curfew

In the spirit of running a program that allows the greatest amount of freedom possible, youth will be responsible for their own hours. The rules of the housing complex must be followed regarding quiet time.

17. Apartment Cleanliness

Each participant will be responsible for the order and cleanliness of their apartment. HOPE Youth Coach will assist youth in learning how to maintain healthy living environments. Youth must keep the agreements of their lease.

18. Budgeting

Youth will be required to create and maintain a realistic budget with assistance of their HOPE Youth Coach. Youth and their HOPE Youth Coach will review all financial records, including bank statements on at least a monthly basis. Youth will also keep a check register of all monies spent and review it on a weekly basis with their HOPE Youth Coach. Youth will be required to discuss major purchases (anything above \$50.00) with HOPE Staff before purchasing an item, unless needed for an emergency situation. Youth will work with HOPE Staff regarding the consequences of debt and unauthorized purchases.

19. Care of Furnishings

The HOPE program will provide youth with basic furnishings for their apartments. If youth damage or destroy any property, they will be responsible to pay for the damages. Youth agree to make arrangements to take furnishings with them upon graduation from the program, if they choose to change residence.

20. Cars

Driving any motor vehicle while uninsured or unlicensed may lead to termination from the program. Youth must adhere to the rules of the housing complex.

21. Lending or Borrowing Money

Youth will be advised not to borrow or lend money. Consequences of debt or lending will be discussed before entering into a contract. Youth realize that the HOPE staff will not lend money. Before entering into a contractual agreement, such as credit card, auto loan, rental or purchase, youth will obtain permission from their HOPE Youth Coach.

22. Dating

Youth will be responsible for making healthy decisions regarding dating. All policies regarding visitors apply to “dates.” Any problems concerning a visitor or date should be reported immediately to HOPE staff or the appropriate authority. Policies regarding termination or disciplinary action can also involve dates.

23. Ground Rules for Termination

When youth enter HOPE, they sign an agreement that outlines the following possible reasons for termination from the program and disciplinary measures:

- Youth act in such a way that their behavior is dangerous to themselves or others. (Domestic violence or violence towards others will not be tolerated.)
- Youth refuse to take part in the program requirements, e.g.: not keeping appointments with HOPE Youth Coach. Youth abuse alcohol or any non-prescribed or prescribed drugs.
- Youth choose to not attend to their mental health and/or substance abuse treatment, as recommended by a licensed or certified practitioner.
- Youth stay away from apartment for an extended period of time without notifying their HOPE Youth Coach.
- Youth allow a runaway to stay at apartment.
- Youth are affiliated in any way with gang-related individuals or activities.
- Youth drive a motor vehicle while uninsured or unlicensed.
- Youth severely damage or destroy property.
- Youth break the rules of lease/apartment complex and/or the Youth Coach requests their removal.
- Youth decide that they no longer want to participate in the HOPE Program.

Depending upon the severity of the issue, the following process of notification and corrective action could be used:

HOPE Youth Coach will note and discuss the issue with youth. Needed changes and/or corrective action will be identified.

Written notice will be issued if changes do not occur.

- A team meeting with youth’s supports will be completed for review and update of

Tenant/Provider Contract Agreement to include necessary changes for continued participation in HOPE.

A Second Written Notice will be issued if changes do not occur.

- A team meeting with youth's supports will be completed for review and update of Tennant/Provider Contract Agreement to include necessary changes for continued participation and/or possible termination at Third Notice.

Third Notice and final notice will be issued.

- A team meeting with youth's supports will be completed to discuss transition out of THP-Plus.

Note: Under certain circumstances, e.g. violation of safety issues, immediate action and/or termination may be taken.

Counseling memos may be issued for less severe non-compliance.

ILP Requirements

24. Complete ILP Goals and Activities

HOPE staff, with the assistance of a County ILP Staff, will ensure each participant has completed their STEP TILP. HOPE workers will then coordinate services with ILP and other community service providers to ensure that progress is made toward the goals and skill development identified in the plan.

25. ILP Updates

The youth's STEP TILP will be updated annually and as needed to reflect changes.

26. Evaluate Progress with ILP Goals

Youth will complete their STEP TILP at entry into the program. The STEP TILP will provide baseline data on education, employment, health, housing, financial status and permanent supports. The youth's goals in these areas will be identified, monitored and/or completed at quarterly transition meetings, using the more individualized transition plan. HOPE Youth Coaches will coordinate services with other community service providers to ensure that progress is made toward the goals and skills identified in these instruments. Data will be continuously updated, and progress reports will be provided to the county on a quarterly basis.

Tenant Rights

27. Due Process

When youth enter HOPE, they sign an agreement that outlines the following possible reasons for termination from the program and disciplinary measures:

- Youth act in such a way that their behavior is dangerous to themselves or others.
(Domestic violence or violence towards others will not be tolerated.)

- Youth refuse to take part in the program requirements, e.g.: not keeping appointments with HOPE Youth Coach. Youth abuse alcohol or any non-prescribed or prescribed drugs.
- Youth choose to not attend to their mental health and/or substance abuse treatment, as recommended by a licensed or certified practitioner.
- Youth stay away from apartment for an extended period of time without notifying their HOPE Youth Coach.
- Youth allow a runaway to stay at apartment.
- Youth are affiliated in any way with gang-related individuals or activities.
- Youth drive a motor vehicle while uninsured or unlicensed.
- Youth severely damage or destroy property.
- Youth break the rules of lease/apartment complex and/or the Youth Coaches requests their removal.
- Youth decide that they no longer want to participate in the HOPE Program.

Depending upon the severity of the issue, the following process of notification and corrective action could be used:

HOPE Youth Coach will note and discuss the issue with youth. Needed changes and/or corrective action will be identified.

Written notice will be issued if changes do not occur.

- A team meeting with youth's supports will be completed for review and update of Tenant/Provider Contract Agreement to include necessary changes for continued participation in HOPE.

A Second Written Notice will be issued if changes do not occur.

- A team meeting with youth's supports will be completed for review and update of Tennant/Provider Contract Agreement to include necessary changes for continued participation and/or possible termination at Third Notice.

Third Notice and final notice will be issued.

- A team meeting with youth's supports will be completed to discuss transition out of THP-Plus.

Note: Under certain circumstances, e.g. violation of safety issues, immediate action and/or termination may be taken.

Counseling memos may be issued for less severe non-compliance.

Discontinuance from HOPE will occur when all other options are exhausted or when there is a violation of the Transitional Housing Participant Misconduct Act.

If a youth is terminated from the program, the HOPE Program services, and financial assistance would be discontinued. The property manager would be notified that there would no longer be an agreement with Whole Person Learning to support the placement. If youth can continue to afford the apartment, they may choose to continue their lease.

28. Free From arbitrary and Capricious Rules

Youth participating in HOPE will be free from arbitrary and capricious rules. They will have all HOPE Policies, Agreements and Lease Agreements written in appropriate and

understandable languages and formats. These policies and agreements will be reviewed with the youth's transition team and signed by the youth and all other parties at entry into the program. Youth will have the right to appeal any loss of services and financial assistance before they are suspended (unless imminent physical harm would result). Youth will also have the right to a grievance procedure. If youth are not satisfied with the program and/or have a complaint or grievance they will discuss their concerns with their HOPE Coach, the HOPE Program Director, the El Dorado County Contract Liaison and/or the El Dorado County Ombudsman. If necessary, we may utilize mediation services to find mutual resolution.

29. Right to Confidentiality

Whole Person Learning will assure that HOPE participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. Information about a youth's receipt of services will not be released without a written release of information from the participant.

30. Right to Privacy

The HOPE Participant's right to privacy will also be respected. Information will only be requested from youth when it is specifically needed for provision of services. Written documentation verifying the necessity of information will be provided if youth are required to give information as a condition of receiving services.

31. Participant – Provider Contract

Upon entry into the program, youth, provider staff and other members of the youth's support team will review the youth's HOPE Tenant/Provider Contract Agreement and Plan for Fiscal Self-Sufficiency that outlines the responsibilities of the participant and provider.

Housing Statutes

32. Fair Housing

Whole Person Learning will assure compliance with California landlord-tenant law (Civil Code Section 1940, et seq.) and /or Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.). We will be responsible for ensuring that the youth's fair housing rights are being respected (e.g., proper noticing, etc.). HOPE staff will work with property managers and housing agencies to access resources and materials that will help to confirm proper compliance with state and federal fair housing laws.

33. Housing Laws and Fire Clearance

HOPE staff will work with property managers and housing agencies to assure compliance with all federal, state, and local housing laws and fire clearance requirements.

Employee Regulations

34. Criminal Background Checks

Criminal record clearances are required for all Whole Person Learning employees. Our agency has performed criminal background checks on all employees who will be providing HOPE/THP-Plus services.

35. Employment Criteria

A total of two Youth Coaches and two Program Directors (one acting as Program Administrator) will be available to the El Dorado County HOPE/THP-Plus program. All staff are required to have prior experience working with transition age youth, be at least 21 years of age, and have passed criminal background checks and Department of Motor Vehicles (DMV) screenings. Staff are also required to own and effectively maintain a personal vehicle, possess a valid State of California driver's license, carry a minimum of 100/300/100 automobile liability insurance coverage, have recent negative tuberculosis (TB) tests and current Cardiopulmonary Resuscitation (CPR)/First Aid Certifications.

All staff must also have experience in providing direct service with youth in or emancipated from foster care, including but not limited to, assisting and supporting youth in: securing safe and stable housing, training in financial management, career development and job seeking/keeping skills, obtaining high school completion and pursuing higher education, locating and accessing community resources, maintaining physical and mental wellbeing; completing and tracking progress of transitional plans, evaluating youth progress; and coordinating services with county and community supports. HOPE Youth Coaches must also have knowledge of the ability to coordinate services with county and community resources and knowledge of tenant's rights and fair housing laws.

Program Directors require experience in direct service with youth, securing, implementing and monitoring government contracts, creating and reviewing policies, procedures and contract agreements, understanding and evaluation of THP-Plus program requirements, supporting and evaluating staff progress, building and maintaining relationships with property managers, county and community partners, developing and presenting trainings, effective communication, conflict resolution, strong human resources management and financial management skills.

36. Training Program

HOPE staff continually receive ongoing training that addresses the needs of transition age youth, specifically youth emancipated from foster care. Training includes various subjects such as, transitional housing, culturally competent service, life skills assessments, positive youth development, suicide intervention, gay/lesbian/bisexual/trans-gendered/questioning (GLBTQ), Bridges out of Poverty, Dealing with Difficult People, Understanding the Dynamics of Child Abuse and the Child Welfare System in California, Life Skills Coaching, Workforce Development, Collaborative Approaches to Service, Permanency Outcomes for Youth in Out of Home Care, assessing mental health needs, accessing scholarships, and all

other relevant trainings necessary to ensure the successful transition of emancipated youth. Youth Coaches will also meet every other week as a team to engage in the on-going process of learning how to individualize service and allow youth the maximum amount of freedom.

Whole Person Learning, Inc.

Exhibit C

Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11/20/2024

Date

11816 Kemper Rd Auburn, CA 95603

Address of Contractor

Christina Nicholson
Christina Nicholson (Nov 20, 2024 15:30 PST)

Contractor Signature

Whole Person Learning, Inc.
Exhibit D
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/20/2024

Date

Whole Person Learning

Type or write name of company

Christina Nicholson

Christina Nicholson (Nov 20, 2024 15:30 PST)

Signature of authorized individual

Christina Nicholson

Type or write name of authorized individual