

AGREEMENT FOR SERVICES #440-S1411

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 (hereinafter referred to as "Contractor") whose principal place of business is 11816 Kemper Road, Auburn, CA 95603 and whose Agent for Service of Process is Christina Nicholson, 11816 Kemper Road, Auburn, CA 95603.

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Transitional Housing Program-Plus services to eligible young adults between the ages 18 and 23 years of age who have emancipated from court-ordered out-of-home foster/probation care at age 18 or as specified in the THP-Plus guidelines and as referred by the County of El Dorado Health and Human Services Agency; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services shall be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Contractor is in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by the County of El Dorado Charter, Section 210(b)(6) or Government Code 31000.

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

ARTICLE I

Scope of Services: Contractor shall operate a Transitional Housing Placement-Plus (“THP-Plus”) program on behalf of the County of El Dorado Health and Human Services Agency (“HHSA”) and in accordance with the appropriate requirements of the California Welfare & 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 in accordance with Exhibit “A” marked “Transitional Housing Placement Plus Plan for Implementation in the County of El Dorado,” and Exhibit “B” marked “Whole Person Learning, Inc. THP-Plus Certification Materials,” incorporated herein and made a reference a part hereof. Contractor shall immediately notify County of the Participant’s first day of placement at the facility and shall immediately notify County of the Participant’s last day of placement at the facility.

Contractor is responsible for continuous and extensive monitoring of Participant’s progress toward identified goals as outlined in Exhibit “C” marked “Transitional Independent Living Plan Timeline and Exhibit “D” marked “THP Plus Participant Tracking System.” Contractor also shall submit quarterly reports which outline the support services and associated cost breakdowns, in a format approved by HHSA.

Contractor shall, with prior HHSA knowledge and approval, also participate in the Statewide THP-Plus Participant Tracking System. Entrance, quarterly, exit, six (6) months post-exit, and twelve (12) months post-exit follow-up reports shall be completed and maintained for each Participant who participates in the program. The data shall be continuously updated.

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of March 1, 2014 through February 28, 2017, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days of Participant’s placement at the facility. Payments for services provided shall be made through the California Statewide Automated Welfare System (“SAWS”) Consortium IV Joint Powers Authority (“C-IV”). Additionally, Contractor shall not invoice for services until the Participant has signed a housing lease and has moved into said housing.

Funding by County for the services provided under this Agreement is subject to an annual funding allocation from the State of California. If, in the event that said funding is not allocated for the services provided under this Agreement during its term, County shall notify Contractor

and Contractor shall discontinue providing and invoicing for the services set forth in this Agreement as directed by County.

Under this Agreement, the billing rate per Participant shall be \$2,396.00 per month. 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 and upon written approval from County's Independent Living Program Manager. This monthly rate shall be inclusive of all Contractor costs including but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

ARTICLE IV

Maximum Obligation: The total annual not-to-exceed amount of this Agreement shall not exceed \$258,768.00 for twelve (12) full months, which is the equivalent of 12 months of full services for nine (9) participants.

ARTICLE V

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 the Welfare and Institutions Code 15630 et seq. related to elder and dependent adults, as applicable.

ARTICLE VI

Fingerprinting: Pursuant to California Penal Code §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 §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her 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:

- A. 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.

- B. 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.
- C. 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.

ARTICLE VII

Medi-Cal Screening: If applicable, Contractor shall screen 100% of referred Clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

- A. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service; and
- B. Verifying the County of El Dorado as the responsible County; and
- C. Assessing for valid full scope aid codes; and
- D. Monthly verification of Client eligibility during the time that Contractor provides services to Client.

ARTICLE VIII

Non-Discrimination: Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall 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 non-discriminatory, 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 shall 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, shall 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 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 Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE IX

Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations (“CFR”), Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (“PII”).

Personally Identifiable Information 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.

A. Permitted Uses and Disclosures of PII by Contractor.

1. 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.
 2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. 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
 - b. 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.
- B. Responsibilities of Contractor.
1. Contractor agrees to safeguards:
 - a. 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
 - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c. 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:
 - a. Network based firewall or personal firewall; and
 - b. Continuously updated anti-virus software; and
 - c. 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) 621-5565. 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.

ARTICLE X

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit "E" (incorporated herein and made by reference a part hereof).

ARTICLE XI

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.

ARTICLE XII

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 48 CFR 76 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:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. 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;
- C. 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 B;
- D. 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;
- E. Shall not knowingly enter in to 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; and

- F. 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 76.

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.

ARTICLE XIII

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 92 and all current revisions of OMB Circular A-122. More particularly, Contractors are responsible for complying with OMB Circular A-122 and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA 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 OMB Circular A-122. 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 (CFR) Sections Affected ("LSA") issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR ("e-CFR") is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE XIV

Annual Audit: Pursuant to the Single Audit Act and the Office of Management and Budget ("OMB") Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. 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 HHSAA address listed in Agreement's Article titled "Notice to Parties."

ARTICLE XV

Access to Records: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE XVI

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 XVII

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 (42USC12101 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 County's 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, and 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.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination, and Cancellation."

ARTICLE XIX

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.

ARTICLE XX

Independent Contractor/Liability: 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XXI

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.

ARTICLE XXII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado 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 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIII

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 XXIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the

party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event the other party 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 upon seven (7) calendar days upon written notice by County without cause to the other party for any reason. If such prior termination is effected, County shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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 XXV

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 this Agreement 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 XXVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667-5321
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION

360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667-5321
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

WHOLE PERSON LEARNING, INC.
11816 KEMPER ROAD
AUBURN, CA 95603
ATTN: CHRISTINA NICHOLSON, DIRECTOR, OR SUCCESSOR

Or to such other location as Contractor directs.

ARTICLE XXVII

Indemnity: Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed 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.

ARTICLE XXVIII

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

- A. Full Workers' Compensation and Employers' 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 Contractor uses motor vehicles in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) 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 Risk Manager as evidence that the above-required insurance is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department ("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 the 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 the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall 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" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 2. 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 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 both insurance and evidence of insurance to County that shall cover 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 the protection of County.

ARTICLE XXIX

Interest of Public Official: No official or employee of the County of El Dorado who exercises any functions or responsibilities in review or approval of services to be provided by Contractor

under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the County of El Dorado have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

Contractor further covenants that in the performance of this Agreement Contractor shall employ no person having any such interest.

ARTICLE XXXI

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXXII

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying their California residency or, in the case of a corporation,

certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

ARTICLE XXXIII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXIV

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

ARTICLE XXXV

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 XXXVI

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Assistant Director, or successor.

ARTICLE XXXVIII

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 XXXIX

Waivers: Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XL

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

ARTICLE XLI

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

ARTICLE XLII

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.

ARTICLE XLIII

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 XLIV

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.

ARTICLE XLIV

Entire Agreement: This Agreement for Services #440-S1411 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.

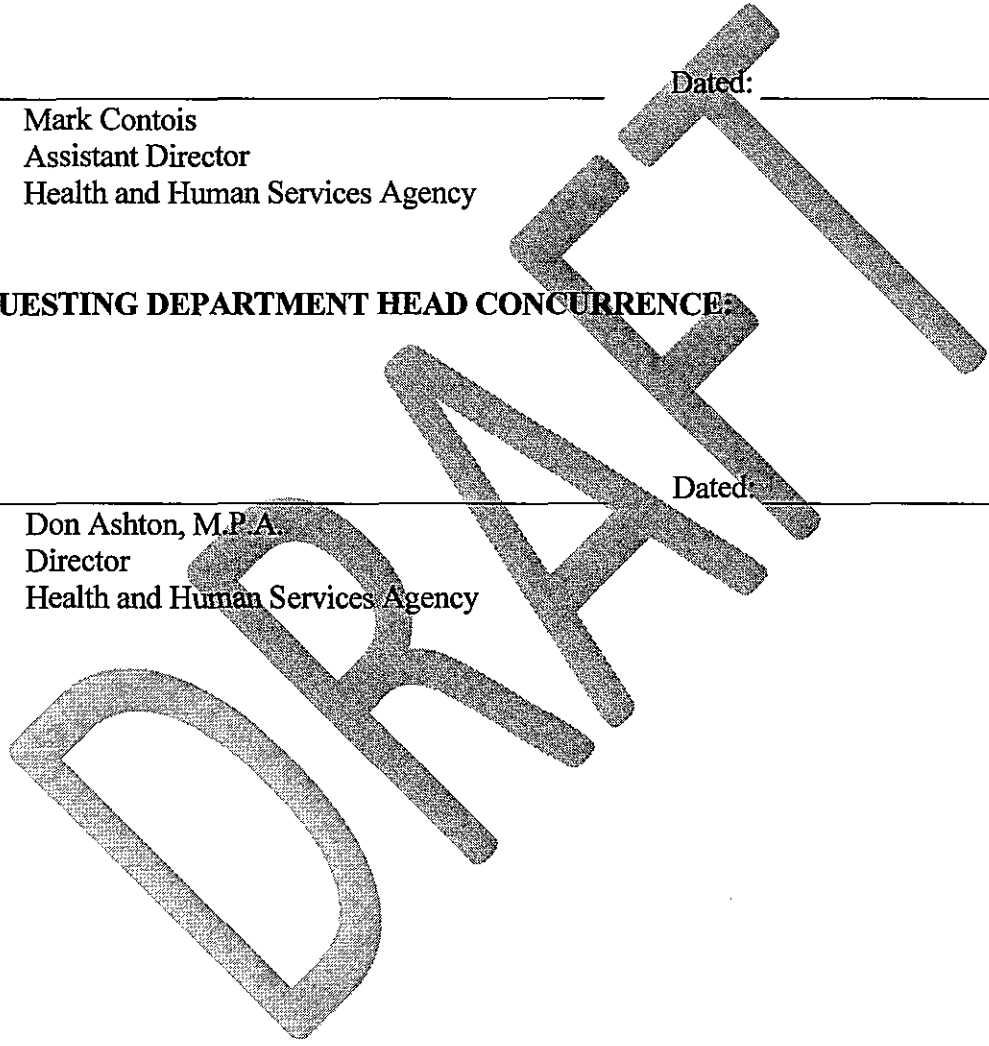
REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Mark Contois
Assistant Director
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Don Ashton, M.P.A.
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #440-S1411 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--CONTRACTOR--

WHOLE PERSON LEARNING, INC.
A CALIFORNIA CORPORATION

By: _____ Dated: _____
Christina Nicholson
President
"Contractor"

By: _____ Dated: _____
Corporate Secretary

HL

Exhibit "A"

**Whole Person Learning, Inc.
Housing Opportunities Providing Experience (HOPE)**

Transitional Housing Placement-Plus
Plan for Implementation in El Dorado County

Prepared by:
Christina and Joseph Nicholson, Directors
September 15, 2010

TABLE OF CONTENTS

I. Purpose of the Program & Mission of Whole Person Learning	3
II. Population to be Served.....	3
III. Services Provided by Whole Person Learning/HOPE	5
IV. Rights of HOPE Participants	9
V. Policies of the Program	11
VI. THP-Plus Rates & Service Levels.....	11
VII. Reporting Requirements.....	13

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, support and coach individuals as they bring forth their full potential. The specific purpose of HOPE is to work together with eligible emancipated youth ages 18 to 24 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 Housing Opportunities Providing Experience (HOPE)/THP-Plus program, administered by Whole Person Learning, will serve young adults ages 18 and not yet 24 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 participating in or have a history of active participation for at least three months in a County Independent Living Program.
- Active participation is defined as: meeting with ILP worker for all scheduled appointments, calling to cancel if unable to participate and working toward goals as identified in the TILP.
- 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 20-23) 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 along side 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. (Please see attached Transition Team Meeting Form and HOPE Transition Topics.)

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 24 Month Expenses (see attached) 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 12 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 more smoothly transition out of HOPE.

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 (see attached). If the unit appears to comply with housing quality standards, the youth, HOPE staff, and Property Manager will utilize Third Party Agreements (see attached) 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, firstaid kit, \$200.00 of grocery items, and \$300.00 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 (see attached), 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 \$200.00 per month for groceries, \$100.00 per month for utility assistance (electricity, gas and phone), \$100.00 per month for transportation assistance (e.g., auto expenses, gas, bus passes) and \$200.00 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 quarterly 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 also attend quarterly 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 the attached 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, national origin, gender, sexual orientation, or 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

For fiscal year 2010-2011, HOPE will work with up to the number of youth annually allocated by State DHS (currently 9) contingent on funding availability. The cost per month per participant will be \$2,396.00

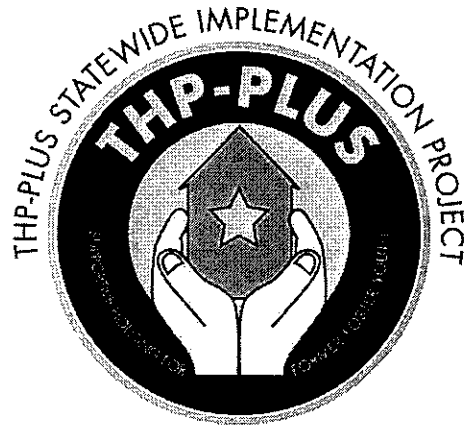
BUDGET:

	For the Scattered Site Model	Monthly Cost Per THP-Plus Participant
Admin & Personnel Expenses	Case Manager/Youth Coach	433.00
	2 PTE Youth Coaches	
	Mileage	75.00
	Administrative Costs	
	Director	350.00
	Benefits	40.00
	Overhead: (Rent, Insurance, Cell Phone, Services, Utilities)	43.00
	(Other Support Staff) Consultant, Therapist	40.00
	PR Taxes & Workers Compensation (15%)	65.00
	<i>Subtotal</i>	1046.00
Program Expenses	Rental Subsidy	700.00
	Emancipation Fund Deposit	50.00
	Grocery Vouchers	200.00
	Utility Assistance (Electricity, Gas, Phone)	100.00
	Transportation Assistance	100.00
	Other Program Expenses (Clothing, Health Care, Miscellaneous Furnishings, Storage)	200.00
	<i>Subtotal</i>	1,350.00
Total Budget: Total of Admin. and housing per youth per month		\$2,396.00

VII. Reporting Requirements

Whole Person Learning will participate in the Statewide THP-Plus Participant Tracking System. Entrance, quarterly, exit and six month follow up reports will therefore be completed for each youth that participates in the program. The participant tracking forms will provide outcome data in the areas of housing, employment and income, education and training, health insurance, savings, criminal justice involvement and permanent connections. Youth will complete their Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP TILP) at entry into the program and annually. 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 Team Meetings, using the more individualized transition plan. HOPE Youth Coaches will coordinate services with ILP and 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. 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 every 6 months (please see attached sample). Youth will also complete annual Youth Satisfaction Surveys to measure the success of HOPE.

Exhibit "B"



Whole Person Learning, Inc.
THP-Plus Certification Materials

Submitted to El Dorado County
September 1st 2010

Exhibit "B"

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 24 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, age, 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 (see attached) 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 Tennant/Provider Contract Agreement (see attached). After reviewing these documents, if youth decide to continue the application process, they would be required to complete the application form (see attached), which includes listing three references. Also, youth will be required to attach their current

Exhibit "B"

budget and TILP. The application, references and supporting documents will be reviewed with the following criteria:

- Youth must be actively participating in or have a history of active participation for at least three months in a County Independent Living Program.
- Active participation is defined as: meeting with ILP worker for all scheduled appointments, calling to cancel if unable to participate and working toward goals as identified in the TILP.
- 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 20-23) 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

Exhibit "B"

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 a quarterly basis with youth, their support team and HOPE Coaches. The youth's Tennant Provider Contract Agreement and Plan for Fiscal Self Sufficiency, which outlines the financial commitments for youth and HOPE, (see attached) are also continually monitored to ensure program compliance. Youth Coaches will meet with youth on at least a weekly basis to work toward the completion of the youth's individual goals. Whole Person Learning will also participate in the Statewide THP-Plus Participant Tracking System. Entrance, quarterly, exit and six month follow up reports will therefore be completed for each youth that participates in the program. Youth will also complete annual 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.

Exhibit "B"

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.

Exhibit "B"

- 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 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.

Exhibit "B"

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 dept 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.)

Exhibit "B"

- 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 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.

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 Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP TILP). HOPE workers will then coordinate services with ILP and other

Exhibit "B"

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 Supportive Transitional Emancipation Program Transitional Independent Living Plan (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 ILP and 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 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:

Exhibit "B"

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.

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.

Exhibit "B"

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 Tennant/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, have passed criminal background checks and DMV screenings. Staff are also required to own and effectively maintain a personal vehicle, possess a valid State of

Exhibit "B"

California drivers license, carry a minimum of 100/300/100 automobile liability insurance coverage, have recent negative TB tests and current 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 well being; 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 a ability to coordinate services with county and community resources and knowledge of tenants 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.

Exhibit "C"

Transitional Independent Living Plan Timeline

Name: _____

Date of Entry: _____

1st week: _____

___ Actively pursuing education or job

Within 3 months (at least one): _____

___ Full-time education (Completion of high school or college with at least 12 units and 2 general education classes)

___ Part-Time education (Completion of high school or college with 3-10 units and 1 general education class) with a part-time job (paid and/or volunteer)

___ Full-time job (at least 30 hours a week of paid and/or volunteer work)

Within 6 months: _____

___ Develop full understanding of budgeting

___ Develop full understanding of banking (i.e. saving account, balancing checkbook, etc.)

___ Responsible for paying 25% of the bills

Within 12 months: _____

___ Responsible for paying 50% of bills

Within 18 months: _____

___ Responsible for paying 75% of bills

Within 24 months: _____

___ Responsible for scheduling of healthcare appointments, maintaining health/dental insurance, Medi-Cal, being aware of medical office locations, etc.

___ Obtain a driver's license

___ Develop support network (relative, mentor, social worker, etc.)

___ Responsible for paying 100% of bills



ENTRANCE FORM

This report is based on information about the participant at the point in time when he/she is entering this THP-Plus program.

Today's date: ____ / ____ / ____

Case Manager First Name: ____

Case Manager Last Name: ____

Name of the organization or agency that operates the THP-Plus program: ____

County currently funding THP-Plus slot: ____

PARTICIPANT OVERVIEW

1. Participant First Name: ____
2. Participant Last Name: ____
3. Date of Birth: ____ / ____ / ____
4. CWS/CMS Client ID # (if known): ____
5. Is the participant unable to be located and lost to follow-up?: Yes No
6. County of jurisdiction at emancipation: ____
7. Prior to emancipation, was the participant an ILP-eligible probation ward?: Yes No
8. Gender: Male Female Other/Decline to answer
9. LGBTQ: Yes No Unknown/Decline to answer
10. Hispanic or Latino Ethnicity? Yes No Unknown
11. Race (for multi-racial, select all that apply):
 - American Indian or Alaska Native
 - Asian
 - Black or African American
 - Pacific Islander or Native Hawaiian
 - White
 - Other race not listed



Demographics

12. Date of enrollment in this THP-Plus program: ____ / ____ / ____
13. Is this participant re-entering this THP-Plus program after previously exiting this THP-Plus program? Yes No
14. Has the participant given birth to or fathered one or more children? Unknown Yes No
15. Is the participant a custodial parent (i.e. one or more of her/his children living with the participant)? Yes No

Housing

16. Immediately prior to enrolling in this THP-Plus program, what type of housing did the participant live in? (SELECT ONE)
- Unknown
 - A different THP-Plus program
 - Foster care or out-of-home probation - THPP
 - Foster care or out-of-home probation - Group home
 - Foster care or out-of-home probation - Foster Family Agency ("FFA") home
 - Foster care or out-of-home probation - County foster family home
 - Foster care or out-of-home probation - Kinship/Non-relative extended family member ("NFEFM") home
 - Renting own or shared housing (paying rent)
 - Living with relative or other person in stable housing (free rent)
 - College dorm
 - Other supportive transitional housing program
 - Emergency shelter, homeless, or other unstable housing (street, car, couch-surfing, etc.)
 - Incarcerated
 - Institutionalized
 - Other (please specify): _____
17. Was housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?
- Unknown
 - Not applicable – not paying rent
 - Yes
 - No
18. County where participant was living: _____
19. Had the participant experienced one or more nights of homelessness after exiting foster care and prior to entering this THP-Plus program?
- Unknown Yes No
20. What housing model is the participant moving into for this THP-Plus program? (SELECT ONE)
- Unknown
 - Scattered site (single apartments/dorm rooms scattered in buildings/neighborhoods with non-THP-Plus units)
 - Single site – Apartments/dorms/single family home (multiple apartments/dorm rooms located together in one apartment building/dorm or multiple bedrooms located in one single-family home/duplex/etc.)
 - Host family



21. Does the participant have the option of remaining in the same housing unit after completion of this THP-Plus program? (SELECT ONE)

- Unknown
- Yes (participant may keep or take over lease or remain with host family at end of THP-Plus participation)
- No (participant must move out of unit at end of THP-Plus participation)

Employment and Income

22. Employment at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Employed full-time - 35 hours/week or more
- Employed part-time - 10-34 hours/week
- Employed part-time - 1-9 hours/week
- Seeking employment
- Not employed and not seeking employment
- Determined unemployable, SSI eligible, or other special category

23. Hourly wage at entrance to this THP-Plus program: \$ _____ / hour

24. Receiving public benefits at entrance to this THP-Plus program: (SELECT ALL THAT APPLY)

- SSI / SSDI
- General Assistance/General Relief ("GA" / "GR")
- CalFresh Food Stamps
- CalWORKS / Temporary Assistance for Needy Families ("TANF")
- Women, Infant, and Children ("WIC")
- Subsidized childcare
- Other (please specify): _____

25. Receiving other financial support at entrance to this THP-Plus program: (SELECT ALL THAT APPLY)

- Educational / vocational financial aid – grants or scholarships
- Educational / vocational financial aid – loans
- Child support
- Financial support from family member or other person
- Other (please specify): _____

26. Total monthly income from all sources at entrance to this THP-Plus program: \$ _____



Education and Training

27. Educational status at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Dropped out of high school
- Attending high school, GED, or high school equivalency program - part-time enrollment
- Attending high school, GED, or high school equivalency program - full-time enrollment
- Received high school equivalency or GED
- Received high school diploma

- Dropped out/withdrew from college

- Attending 2-year/community college - part-time enrollment
- Attending 2-year/community college - full-time enrollment
- Received AA / AS from 2-year/community college

- Attending 4-year college/university - part-time enrollment
- Attending 4-year college/university - full-time enrollment
- Received BA / BS from 4-year college/university

27a. Highest level of education completed at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Some high school
- GED/high school equivalent
- High school diploma
- Associate's Degree (AA / AS)
- Bachelor's Degree (BA / BS)

28. Vocational training status at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out
- Attending vocational / on-the-job training – part-time enrollment
- Attending vocational / on-the-job training – full-time enrollment
- Completed vocational / on-the-job training or received certificate or license

29. Other training status (military / JobCorps / CCC / AmeriCorps) at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out of military / JobCorps / CCC / AmeriCorps
- Trainee or member of military / JobCorps / CCC / AmeriCorps
- Completed training in military / JobCorps / CCC / AmeriCorps



Additional Information

30. Does the participant have a checking account, savings account, or Individual Development Account ("IDA") at entrance to this THP-Plus program?

Unknown Yes No

31. Does the participant have health insurance (through MediCal, employer, or other source) at entrance to this THP-Plus program?

Unknown Yes No

32. Has the participant been involved with the adult criminal justice system prior to entering this THP-Plus program?

Incarcerated/detained?

Unknown Yes No

Adult criminal conviction?

Unknown
 None
 Adult misdemeanor conviction
 Adult felony conviction

33. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance at entrance to this THP-Plus program?

Unknown Yes No



QUARTERLY UPDATE FORM

This report is based on information about the participant at the point in time of the end of the quarterly reporting period.

Today's date: ____ / ____ / ____

Last Day of Quarterly Reporting Period:

Date (SELECT ONE): Sep 30 Dec 31 Mar 31 Jun 30

Year ____

Case Manager First Name: ____

Case Manager Last Name: ____

Name of the organization or agency that operates the THP-Plus program: ____

County currently funding THP-Plus slot: ____

PARTICIPANT

1. Participant First Name: ____
2. Participant Last Name: ____
3. Date of Birth: ____ / ____ / ____
4. Is the participant unable to be located and lost to follow-up?: Yes No
5. Is the participant a custodial parent (i.e. one or more of her/his children living with the participant)?
 Yes No



Employment and Income

6. Employment status: (SELECT ONE)

- Unknown
- Employed full-time - 35 hours/week or more
- Employed part-time - 10-34 hours/week
- Employed part-time - 1-9 hours/week
- Seeking employment
- Not employed and not seeking employment
- Determined unemployable, SSI eligible, or other special category

7. Hourly wage: \$ _____ / hour

8. Receiving public benefits: (SELECT ALL THAT APPLY)

- SSI / SSDI
- General Assistance /General Relief ("GA" / "GR")
- CalFresh Food Stamps
- CalWORKS / Temporary Assistance for Needy Families ("TANF")
- Women, Infants, and Children ("WIC")
- Subsidized childcare
- Other (please specify): _____

9. Receiving other financial support: (SELECT ALL THAT APPLY)

- Educational / vocational financial aid – grants or scholarships
- Educational / vocational financial aid – loans
- Child support
- Financial support from family member or other person
- Other (please specify): _____

10. Total monthly income from all sources: \$ _____



Education and Training

11. Educational status: (SELECT ONE)

- Unknown

- Dropped out of high school
- Attending high school, GED, or high school equivalency program – part-time enrollment
- Attending high school, GED, or high school equivalency program - full-time enrollment
- Received high school equivalency or GED
- Received high school diploma

- Dropped out/withdrew from college

- Attending 2-year/community college - part-time enrollment
- Attending 2-year/community college - full-time enrollment
- Received AA / AS from 2-year/community college
- Attending 4-year college/university - part-time enrollment
- Attending 4-year college/university - full-time enrollment
- Received BA / BS from 4-year college/university

11a. Highest level of education completed at entrance to this THP-Plus program: (SELECT ONE)

- Unknown
- Some high school
- GED/high school equivalent
- High school diploma
- Associate's Degree (AA / AS)
- Bachelor's Degree (BA / BS)

12. Vocational training status: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out
- Attending vocational / on-the-job training – part-time enrollment
- Attending vocational / on-the-job training – full-time enrollment
- Completed vocational / on-the-job training or received certificate or license

13. Other training status (military / JobCorps / CCC / AmeriCorps): (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out of military / JobCorps / CCC / AmeriCorps
- Trainee or member of military / JobCorps / CCC / AmeriCorps
- Completed training in military / JobCorps / CCC / AmeriCorps



Additional Information

14. Does the participant have a checking account, savings account, or Individual Development Account ("IDA")?

Unknown Yes No

15. Does the participant have health insurance (through MediCal, employer, or other source)?

Unknown Yes No

16. Has the participant been involved with the adult criminal justice system since entering this THP-Plus program?

Incarcerated/detained?

Unknown Yes No

Adult criminal conviction?

Unknown
 None
 Adult misdemeanor conviction
 Adult felony conviction

17. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance?

Unknown Yes No



EXIT FORM

*This report is based on information about the participant at the **point in time** when he/she is exiting this THP-Plus program. If participant information is not available due to an unplanned exit, leave relevant responses blank.*

Today's date: ____ / ____ / ____

Case Manager First Name: ____

Case Manager Last Name: ____

Name of the organization or agency that operates the THP-Plus program: ____

County currently funding THP-Plus slot: ____

PARTICIPANT

1. Participant First Name: ____

2. Participant Last Name: ____

3. Date of Birth: ____ / ____ / ____

4. Is the participant unable to be located and lost to follow-up?: Yes No

Demographics

5. Date of exit from this THP-Plus program: ____ / ____ / ____

6. Has the participant given birth to or fathered one or more **NEW children** since entering this THP-Plus program?
 Yes No Unknown

7. Is the participant a custodial parent (i.e. one or more of her/his children living with the participant) at THP-Plus program exit?
 Yes No



Housing

8. **Has the participant experienced one or more nights of homelessness since entering this THP-Plus program?**

- Unknown Yes No

9. **Exit from THP-Plus program was:**

- Unknown
 Voluntary (including timed-out)
 Involuntary (asked to leave program) but no legal eviction
 Legal eviction

10. **Is the participant staying in the same housing unit occupied during this THP-Plus program?**

- Unknown Yes No

11. **What type of housing will the participant live in after exiting this THP-Plus program? (SELECT ONE)**

- Unknown
 A different THP-Plus program
 Foster care or out-of-home probation - THPP
 Foster care or out-of-home probation - Group home
 Foster care or out-of-home probation - Foster Family Agency ("FFA") home
 Foster care or out-of-home probation - County foster family home
 Foster care or out-of-home probation - Kinship/Non-relative extended family member ("NFEFM") home
 Renting own or shared housing (paying rent)
 Living with relative or other person in stable housing (free rent)
 College dorm
 Other supportive transitional housing program
 Emergency shelter, homeless, or other unstable housing (street, car, couch-surfing, etc.)
 Incarcerated
 Institutionalized
 Other (please specify): _____

12. **Is housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?**

- Unknown
 Not applicable -- not paying rent
 Yes
 No

13. **Monthly rent participant will be paying (include only the amount paid by participant): \$ _____**



Employment and Income

14. Employment status at program exit: (SELECT ONE)

- Unknown
- Employed full-time - 35 hours/week or more
- Employed part-time - 10-34 hours/week
- Employed part-time - 1-9 hours/week
- Seeking employment
- Not employed and not seeking employment
- Determined unemployable, SSI eligible, or other special category

15. Hourly wage at program exit: \$ _____ / hour

16. Receiving public benefits at program exit: (SELECT ALL THAT APPLY)

- SSI / SSDI
- General Assistance/General Relief ("GA / GR")
- CalFresh Food Stamps
- CalWORKS / Temporary Assistance for Needy Families ("TANF")
- Women, Infants, and Children ("WIC")
- Subsidized childcare
- Other (please specify): _____

17. Receiving other financial support at program exit: (SELECT ALL THAT APPLY)

- Educational / vocational financial aid – grants or scholarships
- Educational / vocational financial aid – loans
- Child support
- Financial support from family member or other person
- Other (please specify): _____

18. Total monthly income from all sources at program exit: \$ _____



Education and Training

19. Educational status at exit from this THP-Plus program: (SELECT ONE)

- Unknown

- Dropped out of high school
- Attending high school, GED, or high school equivalency program - part-time enrollment
- Attending high school, GED, or high school equivalency program - full-time enrollment
- Received high school equivalency or GED
- Received high school diploma

- Dropped out/withdrew from college

- Attending 2-year/community college - part-time enrollment
- Attending 2-year/community college - full-time enrollment
- Received AA / AS from 2-year/community college

- Attending 4-year college/university - part-time enrollment
- Attending 4-year college/university - full-time enrollment
- Received BA / BS from 4-year college/university

19a. Highest level of education completed at exit from this THP-Plus program: (SELECT ONE)

- Unknown
- Some high school
- GED/high school equivalent
- High school diploma
- Associate's Degree (AA / AS)
- Bachelor's Degree (BA / BS)

20. Vocational training status at exit from this THP-Plus program: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out
- Attending vocational / on-the-job training – part-time enrollment
- Attending vocational / on-the-job training – full-time enrollment
- Completed vocational / on-the-job training or received certificate or license

21. Other training status (military / JobCorps / CCC / AmeriCorps) at exit from this THP-Plus program: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out of military / JobCorps / CCC / AmeriCorps
- Trainee or member of military / JobCorps / CCC / AmeriCorps
- Completed training in military / JobCorps / CCC / AmeriCorps



Additional Information

22. Does the participant have a checking account, savings account, or Individual Development Account ("IDA") at exit from this THP-Plus program?
 Unknown Yes No
23. Does the participant have health insurance (through MediCal, employer, or other source) at exit from this THP-Plus program?
 Unknown Yes No
24. Has the participant been involved with the adult criminal justice system since entering this THP-Plus program?
- Incarcerated/detained?**
 Unknown Yes No
- Adult criminal conviction?**
 Unknown
 None
 Adult misdemeanor conviction
 Adult felony conviction
25. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance at exit from this THP-Plus program?
 Unknown Yes No
26. Is the participant receiving services or treatment for mental health needs at program exit?
 Unknown Yes No
27. Is the participant receiving services or treatment for substance abuse at program exit?
 Unknown Yes No
28. Is the participant receiving services or treatment for an educational or learning disability at program exit?
 Unknown Yes No
29. Is the participant receiving services or treatment for a developmental disability at program exit?
 Unknown Yes No
30. Is the participant receiving services or treatment for a physical disability at program exit?
 Unknown Yes No



6-MONTH FOLLOW-UP FORM

This report is based on information about the participant at the point in time six months after exit from this THP-Plus program. If participant information is not available because the participant cannot be located, check the appropriate box and leave all responses blank.

Today's date: ____ / ____ / ____

Case Manager First Name: ____

Case Manager Last Name: ____

Name of the organization or agency that operates the THP-Plus program: ____

County funding THP-Plus slot during program participation: ____

PARTICIPANT

1. Participant First Name: ____

2. Participant Last Name: ____

3. Date of Birth: ____ / ____ / ____

4. Is the participant unable to be located and lost to follow-up?: Yes No

Demographics

5. Date of exit from this THP-Plus program: ____ / ____ / ____

6. Has the participant given birth to or fathered one or more NEW children since exiting this THP-Plus program?

Unknown Yes No

7. Is the participant a custodial parent (i.e. one or more of her/his children living with the participant)?

Yes No



Housing

8. **Has the participant experienced one or more nights of homelessness since exiting the THP-Plus program?**
 Unknown Yes No

9. **Is the participant still living in the housing unit occupied during THP-Plus program participation?**
 Unknown Yes No

10. **What type of housing is the participant living in currently? (SELECT ONE)**

- Unknown
- A different THP-Plus program
- Foster care or out-of-home probation - THPP
- Foster care or out-of-home probation - Group home
- Foster care or out-of-home probation - Foster Family Agency ("FFA") home
- Foster care or out-of-home probation - County foster family home
- Foster care or out-of-home probation - Kinship/Non-relative extended family member ("NFEFM") home
- Renting own or shared housing (paying rent)
- Living with relative or other person in stable housing (free rent)
- College dorm
- Other supportive transitional housing program
- Emergency shelter, homeless, or other unstable housing (street, car, couch-surfing, etc.)
- Incarcerated
- Institutionalized
- Other (please specify): _____

11. **Is housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?**

- Unknown
- Not applicable -- not paying rent
- Yes
- No

12. **Monthly rent participant is paying (include only the amount paid by participant): \$ _____**



Employment and Income

13. Employment status: (SELECT ONE)

- Unknown
- Employed full-time - 35 hours/week or more
- Employed part-time - 10-34 hours/week
- Employed part-time - 1-9 hours/week
- Seeking employment
- Not employed and not seeking employment
- Determined unemployable, SSI eligible, or other special category

14. Hourly wage: \$ _____ / hour

15. Receiving public benefits: (SELECT ALL THAT APPLY)

- SSI / SSDI
- General Assistance/General Relief ("GA / GR")
- CalFresh Food Stamps
- CalWORKS / Temporary Assistance for Needy Families ("TANF")
- Women, Infants, and Children ("WIC")
- Subsidized childcare
- Other (please specify): _____

16. Receiving other financial support: (SELECT ALL THAT APPLY)

- Educational / vocational financial aid – grants or scholarships
- Educational / vocational financial aid – loans
- Child support
- Financial support from family member or other person
- Other (please specify): _____

17. Total monthly income from all sources: \$ _____



Education and Training

18. Educational status: (SELECT ONE)

- Unknown

- Dropped out of high school
- Attending high school, GED, or high school equivalency program - part-time enrollment
- Attending high school, GED, or high school equivalency program - full-time enrollment
- Received high school equivalency or GED
- Received high school diploma

- Dropped out/withdrew from college

- Attending 2-year/community college - part-time enrollment
- Attending 2-year/community college - full-time enrollment
- Received AA / AS from 2-year/community college

- Attending 4-year college/university - part-time enrollment
- Attending 4-year college/university - full-time enrollment
- Received BA / BS from 4-year college/university

18a. Highest level of education completed at the end of this reporting period: (SELECT ONE)

- Unknown
- Some high school
- GED/high school equivalent
- High school diploma
- Associate's Degree (AA / AS)
- Bachelor's Degree (BA / BS)

19. Vocational training status: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out
- Attending vocational / on-the-job training – part-time enrollment
- Attending vocational / on-the-job training – full-time enrollment
- Completed vocational / on-the-job training or received certificate or license

20. Other training status (military / JobCorps / CCC / AmeriCorps): (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out of military / JobCorps / CCC / AmeriCorps
- Trainee or member of military / JobCorps / CCC / AmeriCorps
- Completed training in military / JobCorps / CCC / AmeriCorps



Additional Information

21. Does the participant have a checking account, savings account, or Individual Development Account ("IDA")?
 Unknown Yes No
22. Does the participant have health insurance (through MediCal, employer, or other source)?
 Unknown Yes No
23. Has the participant been involved with the adult criminal justice system since exiting this THP-Plus program?
24. Incarcerated/detained?
 Unknown Yes No
25. Adult criminal conviction?
 Unknown
 None
 Adult misdemeanor conviction
 Adult felony conviction
26. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance?
 Unknown Yes No



12-MONTH FOLLOW-UP FORM

This report is based on information about the participant at the point in time 12 months after exit from this THP-Plus program. If participant information is not available because the participant cannot be located, check the appropriate box and leave all responses blank.

Today's date: ____ / ____ / ____

Case Manager First Name: ____

Case Manager Last Name: ____

Name of the organization or agency that operates the THP-Plus program: ____

County funding THP-Plus slot during program participation: ____

PARTICIPANT

1. Participant First Name: ____

2. Participant Last Name: ____

3. Date of Birth: ____ / ____ / ____

4. Is the participant unable to be located and lost to follow-up?: Yes No

Demographics

5. Date of exit from this THP-Plus program: ____ / ____ / ____

6. Has the participant given birth to or fathered one or more NEW children since the 6-month follow-up?

Unknown Yes No

7. Is the participant a custodial parent (i.e. one or more of her/his children living with the participant)?

Yes No



Housing

8. Has the participant experienced one or more nights of homelessness since the 6-month follow-up?
 Unknown Yes No

9. Is the participant still living in the housing unit occupied during THP-Plus program participation?
 Unknown Yes No

10. What type of housing is the participant living in currently? (SELECT ONE)

- Unknown
- A different THP-Plus program
- Foster care or out-of-home probation - THPP
- Foster care or out-of-home probation - Group home
- Foster care or out-of-home probation - Foster Family Agency ("FFA") home
- Foster care or out-of-home probation - County foster family home
- Foster care or out-of-home probation - Kinship/Non-relative extended family member ("NFEFM") home
- Renting own or shared housing (paying rent)
- Living with relative or other person in stable housing (free rent)
- College dorm
- Other supportive transitional housing program
- Emergency shelter, homeless, or other unstable housing (street, car, couch-surfing, etc.)
- Incarcerated
- Institutionalized
- Other (please specify): _____

11. Is housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?

- Unknown
- Not applicable – not paying rent
- Yes
- No

12. Monthly rent participant is paying (include only the amount paid by participant): \$ _____



Employment and Income

13. Employment status: (SELECT ONE)

- Unknown
- Employed full-time - 35 hours/week or more
- Employed part-time - 10-34 hours/week
- Employed part-time - 1-9 hours/week
- Seeking employment
- Not employed and not seeking employment
- Determined unemployable, SSI eligible, or other special category

14. Hourly wage: \$ _____ / hour

15. Receiving public benefits: (SELECT ALL THAT APPLY)

- SSI / SSDI
- General Assistance/General Relief ("GA / GR")
- CalFresh Food Stamps
- CalWORKS / Temporary Assistance for Needy Families ("TANF")
- Women, Infants, and Children ("WIC")
- Subsidized childcare
- Other (please specify): _____

16. Receiving other financial support: (SELECT ALL THAT APPLY)

- Educational / vocational financial aid – grants or scholarships
- Educational / vocational financial aid – loans
- Child support
- Financial support from family member or other person
- Other (please specify): _____

17. Total monthly income from all sources: \$ _____



Education and Training

18. Educational status: (SELECT ONE)

- Unknown

- Dropped out of high school
- Attending high school, GED, or high school equivalency program - part-time enrollment
- Attending high school, GED, or high school equivalency program - full-time enrollment
- Received high school equivalency or GED
- Received high school diploma

- Dropped out/withdrew from college

- Attending 2-year/community college - part-time enrollment
- Attending 2-year/community college - full-time enrollment
- Received AA / AS from 2-year/community college

- Attending 4-year college/university - part-time enrollment
- Attending 4-year college/university - full-time enrollment
- Received BA / BS from 4-year college/university

18a. Highest level of education completed at the end of this reporting period: (SELECT ONE)

- Unknown
- Some high school
- GED/high school equivalent
- High school diploma
- Associate's Degree (AA / AS)
- Bachelor's Degree (BA / BS)

19. Vocational training status: (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out
- Attending vocational / on-the-job training – part-time enrollment
- Attending vocational / on-the-job training – full-time enrollment
- Completed vocational / on-the-job training or received certificate or license

20. Other training status (military / JobCorps / CCC / AmeriCorps): (SELECT ONE)

- Unknown
- Not applicable – never attended
- Dropped out of military / JobCorps / CCC / AmeriCorps
- Trainee or member of military / JobCorps / CCC / AmeriCorps
- Completed training in military / JobCorps / CCC / AmeriCorps



Additional Information

21. Does the participant have a checking account, savings account, or Individual Development Account ("IDA")?
 Unknown Yes No

22. Does the participant have health insurance (through MediCal, employer, or other source)?
 Unknown Yes No

23. Has the participant been involved with the adult criminal justice system since the 6-month follow-up?

Incarcerated/detained?

Unknown Yes No

Adult criminal conviction?

Unknown
 None
 Adult misdemeanor conviction
 Adult felony conviction

24. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance?
 Unknown Yes No



Line-by-Line Data Form Instructions

Information should be based on the participant's self-report, unless otherwise noted.

Unless otherwise noted, information is based on the point in time of the report date. For example, if the report date is September 30, and the participant is employed full-time on September 30, the employment status is **employed full-time** – even if the participant was unemployed or employed part-time earlier in the reporting period.

ENTRANCE FORM

This form records information about the participant at the point in time when they are entering this THP-Plus program.

Today's date	Enter today's date.
Case Manager First Name:	Enter the first name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Case Manager Last Name:	Enter the last name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Agency operating THP-Plus program	Enter the provider. If the County provides services directly (no contractor), enter County Direct Services .
County currently funding THP-Plus slot	Enter the county that is <i>funding</i> the THP-Plus slot. This may be different from the county where the THP-Plus housing or program administration is located.

PARTICIPANT OVERVIEW

This basic information about the participant generally does not change over time.

1. First Name	Enter the participant's full legal first name.
2. Last Name	Enter the participant's full legal last name.
3. Date of Birth	Used to calculate participant age and prevent duplicate records.
4. CWS/CMS ClientID#	Enter the CWS/CMS ClientID number (note that this is different from the CWS/CMS CaseID number). If the participant's CWS/CMS ClientID number is unknown, enter 0 .
5. Is the participant unable to be located and lost to follow up?	Select Yes if, on the <u>date data is entered</u> the participant is no longer in contact with the THP-Plus program completing the form and it will likely not be possible to locate the youth for follow up. Select No if the participant is still living in or in contact with the program.
6. County of jurisdiction at emancipation	Enter the County that was supervising the participant's child welfare and/or probation case at the time that the participant emancipated or was last living in out-of-home care as a minor.
7. Prior to emancipation, was the participant an ILP-eligible probation ward?	Select Yes if the youth was a ward of the county probation department immediately before emancipation.
8. Gender	Select the gender with which the participant self-identifies. For transgender participants, select male , female , or other , depending on the participants' self-identification.
9. LGBTQ	Select Yes if the participant self-identifies as lesbian, gay, bisexual, transgender, or as questioning his/her sexual orientation. Select No if the participant self-identifies as heterosexual. Select Unknown/Decline to answer if the participant chooses not to self-identify either way.



10. Hispanic or Latino Ethnicity?	Note that the ethnicity/race categories follow the format used in the U.S. Census. If the participant self-identifies as Hispanic/Latino ethnicity (of any "race" – white, African American, Asian, etc..) check yes .
11. Race	Select <i>all</i> racial categories with which the participant self-identifies. At least one of these choices must be selected, even for participants identified above as Hispanic/Latino.

Demographics

12. Date of enrollment in this THP-Plus program	Used to calculate length of stay. This should be the date the participant entered the THP-Plus program caseload and began receiving services, even if he/she does not move into the THP-Plus housing until a later date.
13. Is this participant re-entering this THP-Plus program after previously exiting this THP-Plus program?	Select yes if the participant has previously participated in <i>this</i> THP-Plus program (operated by the same agency/provider). Select no if the participant has never participated in THP-Plus. Also select no if the participant was previously in a <i>different</i> THP-Plus program (funded by a different county or operated by a different agency/provider).
14. Has the participant given birth to or fathered one or more children?	Select Yes if the participant has given birth to or fathered one or more children at any point previous to the date of data collection. Select No if this is not the case. Select Unknown/Decline to answer if the information is unknown or the youth declines to state. Do <u>not</u> include unborn children, i.e. current pregnancy.
15. Is the participant a custodial parent (i.e. one or more of his/her children living with the participant)?	Select Yes only if one or more children are in the custody of the participant at the point of program entrance (i.e. children who will be living with the participant in the program). Select No if this is not the case.

Housing

16. Immediately prior to enrolling in this THP-Plus program, what type of housing did the participant live in?	Select only one. Select the type of housing the participant was living in <i>immediately</i> before enrolling in the THP-Plus program. If none of the choices apply, write the type of housing in the other field.
17. Was housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?	Select yes if the housing the participant was living in <i>immediately</i> before enrolling in the THP-Plus program was subsidized through a formal program such as a Section 8 voucher, public housing, affordable housing development, rental subsidy, or other subsidy program. Select no if the housing was not subsidized through a formal program (even if the participant's family member/friend was assisting with the rent). If the participant was living in some type of institutional housing – including foster care of any kind, or a shelter, jail, hospital, or similar setting – or was homeless, couch-surfing, etc. select N/A (not applicable).
18. County where participant was living	Select the county where the participant was living or staying <i>immediately</i> before enrolling in the THP-Plus program. Select Out-of-state if the participant was not living in California (includes outside of the country).
19. Had the participant experienced one or more nights of homelessness after exiting foster care and	Select yes if the participant had ever been homeless (includes sleeping on the street, in a car, in a homeless shelter, or couch-surfing) for one or more nights after leaving foster care and before entering this THP-Plus program.



prior to entering this THP-Plus program?	
20. What housing model is the participant moving into for this THP-Plus program?	Select the THP-Plus housing model. Scattered-site means single or small clusters of apartments/units/dorm rooms located among non-THP-Plus units. Single site – Apartments means an apartment building or complex where all of the apartments/units are occupied by THP-Plus participants (possibly with on-site staff). Single site – Single family home means a single family home or duplex shared by two or more THP-Plus participants, where all residents of the home are THP-Plus participants (possibly with on-site staff). Host family means that the participant lives in the home of an adult he/she has identified as a lifelong connection.
21. Does the participant have the option of remaining in the same housing unit after completion of this THP-Plus program? (SELECT ONE)	Select Yes if the participant will have the opportunity to keep or take over the lease on the same housing unit, or remain with the host family, after completing this THP-Plus program (even if he/she may need to formally apply for a new lease or may choose not to remain in the unit). Select No if the participant must vacate the housing after completing this THP-Plus program (i.e. there is no possibility of remaining in the same unit).

Employment and Income

22. Employment at entrance to this THP-Plus program (SELECT ONE)	Select the choice that best describes the participant's employment status at the time of program entrance. Include only hours worked in legal employment (not informal/under-the-table work).
23. Hourly wage at entrance to this THP-Plus program	Enter the hourly wage earned in legal employment by the participant at the time of entrance to this THP-Plus program. If the participant has multiple jobs, enter the average hourly wage. Include tips in calculating the hourly wage. Do not include wages earned in informal/under-the-table work.
24. Receiving public benefits at entrance to this THP-Plus program (SELECT ALL THAT APPLY)	Select <i>all</i> public benefits that the participant is receiving at the time of program entrance. If the participant is receiving a benefit not included in the listed choices, write it in the other field. If the participant is not receiving any public benefits, choose Not applicable .
25. Receiving other financial support at entrance to this THP-Plus program (SELECT ALL THAT APPLY)	Select <i>all</i> sources that apply. If the participant has another source of income besides wages, public benefits, and the other sources of support listed – such as paid informal/under-the-table work – write it in the other field. If the participant is not receiving any other financial support, choose Not applicable .
26. Total monthly income from all sources at entrance to this THP-Plus program	Enter the participant's total <i>monthly</i> income from <i>all</i> sources, including wages, public benefits, financial aid, child support, family member contributions, informal work, or any other sources of financial support at the time of program entrance. Include only income received as cash or cash equivalents (e.g. wages, CalWORKS payments, CalFresh Food Stamps) – do not include the value of in-kind benefits not received as cash equivalents (such as MediCal).

Education and Training

27. Educational status at entrance to this THP-Plus program (SELECT ONE)	Select the choice that best describes the participant's status at the time of program entrance with respect to enrollment in or graduation from high school, GED, or high school equivalency program; 2-year or 4-year college program. Select Unknown if none of the options apply.
27a. Highest level of	Select the choice that indicates the highest level of education completed by

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



education completed (SELECT ONE)	the participant prior to program entrance. Select Unknown if none of the options apply.
28. Vocational training status at entrance to this THP-Plus program (SELECT ONE)	Select the choice that best describes the participant's status at the time of program entrance with respect to enrollment in or graduation from a vocational training program. Completed vocational training or received vocational certificate or license means finished the full course of training and received a recognized formal professional certification or license (e.g. a CNA, licensed phlebotomist, etc. – <i>not</i> a "job readiness certificate" or other informal certification). If none of the choices apply, choose Not applicable . Select Unknown if status is unknown.
29. Other training status (military / JobCorps / CCC / AmeriCorps) at entrance to this THP-Plus program (SELECT ONE)	Select the choice that describes the participant's status at the time of program entrance with respect to enlistment in, completion of, or dropping out of these types of training. If none of the choices apply, choose Not applicable .

Additional Information

30. Does the participant have a checking account, savings account, or IDA at entrance to this THP-Plus program?	Select Yes if the participant does have one or more of these types of banking accounts: Individual Development Account ("IDA") means an account where the participant's deposits are matched by another organization and typically the funds can only be withdrawn for specified expenses such as education. Select No if the youth has no formal banking account at the time of entry. Select Unknown if the youth does not know.
31. Does the participant have health insurance (through Medi-Cal, employer, or other source) at entrance to this THP-Plus program?	Select Yes if, on the day of program entry, the participant has health coverage of any kind, from any source. Select No if they do not. Select Unknown if the youth does not know.
32. Had the participant been involved with the <u>adult criminal justice system prior to entering this THP-Plus program</u> ?	Include only involvement with the <u>adult</u> criminal justice system prior to entering the program – do not include juvenile convictions. Incarcerated/detained means held in a jail or other detention facility for any period of time, even if not ultimately charged or convicted. Select Yes if this is the case, Select No if it is not, and Unknown if the youth is unsure. Adult criminal conviction means that they youth was charged with and convicted of a crime, no matter their plea at arraignment. Select Unknown if the youth is unsure, Select None if the youth has never been <u>convicted</u> of either a misdemeanor or felony. If the youth was <u>convicted of a crime</u> as an adult, Select Adult misdemeanor conviction or Adult felony conviction as applicable.
33. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance at entrance to this THP-Plus program?	Select yes or no based on the participant's self-report at the time of program entrance. Select Unknown if they are unsure.

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



QUARTERLY UPDATE FORM

This report is based on information about the participant at the point in time of the end of the quarterly reporting period.

Today's date	Enter today's date.
Last day of quarterly reporting period	Select the day and month of the last day of the 3-month quarterly reporting period. For the quarter from July-September, select September 30. For the quarter from October-December, select December 31. For the quarter from January to March, select March 31. For the quarter from April to June, select June 30. Enter the year in four digits (i.e. 2008, 2009) in the blank.
Case Manager First Name:	Enter the first name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Case Manager Last Name:	Enter the last name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Agency operating THP-Plus program	Enter the provider. If the County provides services directly (no contractor), enter County Direct Services .
County currently funding THP-Plus slot	Enter the county that is <i>funding</i> the THP-Plus slot. This may be different from the county where the THP-Plus housing or program administration is located.

Participant

1. First Name	Enter the participant's full legal first name.
2. Last Name	Enter the participant's full legal last name.
3. Date of Birth	Used to calculate participant age and prevent duplicate records.
4. Is the participant unable to be located and lost to follow up?	Select Yes if, on the date data is entered the participant is no longer in contact with the THP-Plus program completing the form and it will likely not be possible to locate the youth for follow up. Select No if the participant is still living in or in contact with the program.
5. Is the participant a custodial parent (i.e. one or more of his/her children living with the participant)?	Select Yes only if one or more children are in the custody of the participant at the point of data collection (i.e. children who are living with the participant in the program). Select No if this is not the case.

Employment and Income

6. Employment status	Select the choice that best describes the participant's employment status at the end of this reporting period. Include only hours worked in legal employment (not informal/under-the-table work).
7. Hourly wage	Enter the hourly wage earned in legal employment by the participant at the end of this reporting period. If the participant has multiple jobs, enter the average hourly wage. Include tips in calculating the hourly wage. Do not include wages earned in informal/under-the-table work.
8. Receiving public benefits (SELECT ALL THAT APPLY):	Select <i>all</i> public benefits that the participant is receiving at the end of this reporting period. If the participant is receiving a benefit not included in the listed choices, write it in the other field. If the participant is not receiving any public benefits, choose Not applicable .
9. Receiving other financial support (SELECT ALL THAT APPLY)	Select <i>all</i> sources that the participant is receiving at the end of this reporting period. If the participant has another source of income besides wages, public benefits, and the other sources of support listed – such as paid informal/under-the-table work – write it in the other field. If the participant is not receiving any other financial support, choose Not applicable .

EXHIBIT "D"
 THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



10. Total monthly income from all sources	Enter the participant's total <i>monthly</i> income at the end of this reporting period from <i>all</i> sources, including wages, public benefits, financial aid, child support, family member contributions, informal work, or any other sources of financial support. Include only income received as cash or cash equivalents (e.g. wages, CalWORKS payments, CalFresh Food Stamps) – do not include the value of in-kind benefits not received as cash equivalents (such as MediCal).
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Education and Training

11. Educational status (SELECT ONE)	Select the choice that best describes the participant's status at the end of this reporting period with respect to enrollment in or graduation from high school, GED, or high school equivalency program; 2-year or 4-year college program. Select Unknown if none of the options apply.
11a. Highest level of education completed (SELECT ONE)	Select the choice that indicates the highest level of education completed by the participant at the end of this reporting period. Select Unknown if none of the options apply.
12. Vocational training status (SELECT ONE)	Select the choice that best describes the participant's status at the end of this reporting period with respect to enrollment in or graduation from a vocational training program. Completed vocational training or received vocational certificate or license means finished the full course of training and received a recognized formal professional certification or license (e.g. a CNA, licensed phlebotomist, etc. – <i>not</i> a "job readiness certificate" or other informal certification). If none of the choices apply, choose Not applicable . Select Unknown if status is unknown.
13. Other training status: (military / JobCorps / CCC / AmeriCorps) (SELECT ONE)	Select the choice that describes the participant's status at the end of this reporting period with respect to enlistment in, completion of, or dropping out of these types of training. If none of the choices apply, choose Not applicable . Select Unknown if status is unknown.

Additional Information

14. Does the participant have a checking account, savings account, or IDA at entrance to this THP-Plus program?	Select Yes if the participant does have one or more of these types of banking accounts. Individual Development Account ("IDA") means an account where the participant's deposits are matched by another organization and typically the funds can only be withdrawn for specified expenses such as education. Select No if the youth has no formal banking account at the time of this update. Select Unknown if the youth does not know.
15. Does the participant have health insurance (through Medi-Cal, employer, or other source) at the end of this reporting period?	Select Yes if, at the end of the reporting period, the participant has health coverage of any kind, from any source. Select No if they do not. Select Unknown if the youth does not know.
16. Has the participant been involved with the <u>adult criminal justice system during this reporting period</u> ?	Include only involvement with the <u>adult criminal justice system during this reporting period</u> . Incarcerated/detained means held in a jail or other detention facility for any period of time, even if not ultimately charged or convicted. Select Yes if this is the case, select No if it is not, and Unknown if the youth is unsure. Adult criminal conviction means that they youth was charged with and convicted of a crime, no matter their plea at arraignment. Select Unknown if the youth is unsure, Select None if the youth has never been <u>convicted</u> of

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



	either a misdemeanor or felony. If the youth was <u>convicted of a crime</u> as an adult, Select Adult misdemeanor conviction or Adult felony conviction as applicable.
17. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance at entrance to this THP-Plus program?	Select yes or no based on the participant's self-report at the time of this reporting. Select Unknown if they are unsure.

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



EXIT FORM

*This report is based on information about the participant at the **point in time** when they are exiting this THP-Plus program. If participant information is not available due to an unplanned exit, leave relevant responses blank.*

Today's date	Enter today's date.
Case Manager First Name:	Enter the first name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Case Manager Last Name:	Enter the last name of the THP-Plus program Case Manager to whom the youth's case is assigned.
Name of the Organization or agency that operates the THP-Plus program	Enter the provider. If the County provides services directly (no contractor), enter County Direct Services .
County funding THP-Plus slot	Enter the county that was <i>funding</i> the THP-Plus slot. This may be different from the county where the THP-Plus housing or program administration is located.

Participant

1. First Name	Enter the participant's full legal first name.
2. Last Name	Enter the participant's full legal last name.
3. Date of Birth	Used to calculate participant age and prevent duplicate records.
4. Is the participant unable to be located and lost to follow up?	Select Yes if, on the <u>date data is entered</u> the participant is no longer in contact with the THP-Plus program completing the form and it will likely not be possible to locate the youth for follow up. Select No if the participant is still living in or in contact with the program.

Demographics

5. Date of exit from this THP-Plus program	Used to calculate length of stay.
6. Has the participant given birth to or fathered one or more <u>NEW</u> children <u>since entering this THP-Plus program</u> ?	Select Yes only if the participant has given birth to or fathered one or more children since entering the program. This includes from "current pregnancies" at the time of entry. Select No if this is not the case, and select Unknown if the youth does not know or declines to state.
7. Is the participant a custodial parent (i.e. one or more of his/her children living with the participant) at THP-plus program exit?	Select Yes only if one or more children are in the custody of the participant at the point of program exit (i.e. children who will be living with the participant in their next housing arrangement). Include children for whom the participant has shared custody, if they are living with the participant at least part-time. Select No if this is not the case.

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



Housing

<p>8. Has the participant experienced one or more nights of homelessness <u>since entering this THP-Plus program?</u></p>	<p>Select yes if the participant was homeless (includes sleeping on the street, in a car, in a homeless shelter, or couch-surfing) for one or more nights since the end of the last reporting period.</p>
<p>9. Exit from THP-Plus was:</p>	<p>Select voluntary if the participant exited voluntarily, for example because he/she reached the program time limit, preferred to move to another housing situation, or left voluntarily for some other reason. Select involuntary but no legal eviction if the participant exited because he/she had violated program or lease requirements and was asked to leave, but no legal eviction was finalized. Select legal eviction if the participant exited as a result of a finalized formal legal eviction (i.e. Notice of Unlawful Detainer was served).</p>
<p>10. Is the participant staying in the same housing unit occupied during this THP-Plus program?</p>	<p>If the participant is keeping or taking over the lease on his/her THP-Plus housing unit select Yes. If he/she is in the host family model and will continue living with the same host family after exiting THP-Plus, select Yes. If the participant is moving into some other housing unit, select No.</p>
<p>11. What type of housing will the participant live in after exiting this THP-Plus program? (SELECT ONE)</p>	<p>Select the type of housing the participant is moving into. If none of the choices apply, write the type of housing in the other field.</p>
<p>12. Will housing be subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?</p>	<p>Select yes if the participant is moving into housing that is subsidized through a formal program such as a Section 8 voucher, public housing, affordable housing development, rental subsidy, or other subsidy program. Select No if the housing is not subsidized through a formal program (even if the participant's family member/friend is assisting with the rent). Select Not applicable – not paying rent in all other known cases, including if the participant will be living in some type of institutional housing – including a shelter, jail, hospital, or similar setting – or is homeless, couch-surfing, etc. Select Unknown in any other case.</p>
<p>13. Monthly rent participant will be paying (include only the amount paid by the participant).</p>	<p>Enter the total monthly rent the participant will be paying for the housing they are moving into. Do not include any portion of the rent that is not paid by the participant directly (e.g. portions paid through a Section 8 voucher, by a roommate, etc.). If the participant will not be paying any rent, enter 0.</p>



Employment and Income

14. Employment status at program exit (SELECT ONE)	Select the choice that best describes the participant's employment status at program exit. Include only hours worked in legal employment (not informal/under-the-table work).
15. Hourly wage at program exit	Enter the hourly wage earned in legal employment by the participant at program exit. If the participant has multiple jobs, enter the average hourly wage. Include tips in calculating the hourly wage. Do not include wages earned in informal/under-the-table work.
16. Receiving public benefits at program exit (SELECT ALL THAT APPLY)	Select <i>all</i> public benefits that the participant is receiving at program exit. If the participant is receiving a benefit not included in the listed choices, write it in the other field.
17. Receiving other financial support at program exit (SELECT ALL THAT APPLY)	Select <i>all</i> sources that the participant is receiving at program exit. If the participant has another source of income besides wages, public benefits, and the other sources of support listed – such as paid informal/under-the-table work – write it in the other field.
18. Total monthly income from all sources at program exit	Enter the participant's total <i>monthly</i> income at program exit from <i>all</i> sources, including wages, public benefits, financial aid, child support, family member contributions, informal work, or any other sources of financial support. Include only income received as cash or cash equivalents (e.g. wages, CalWORKS payments, CalFresh Food Stamps) – do not include the value of in-kind benefits not received as cash equivalents (such as MediCal).

Education and Training

19. Educational status at exit from this THP-Plus program (SELECT ONE)	Select the choice that best describes the participant's status at exit from this THP-Plus program with respect to enrollment in or graduation from high school, GED, or high school equivalency program; 2-year or 4-year college program. Select Unknown if none of the options apply.
19a. Highest level of education completed (SELECT ONE)	Select the choice that indicates the highest level of education completed by the participant prior to program exit. Select Unknown if none of the options apply.
20. Vocational training status at exit from this THP-Plus program (SELECT ONE)	Select the choice that best describes the participant's status at the time of program exit with respect to enrollment in or graduation from a vocational training program. Completed vocational training or received certificate or license means finished the full course of training and received a recognized formal professional certification or license (e.g. a CNA, licensed phlebotomist, etc. – <i>not</i> a "job readiness certificate" or other informal certification). If none of the choices apply, choose Not applicable . Select Unknown if status is unknown.
21. Other training status (military / JobCorps / CCC / AmeriCorps) at exit from this THP-Plus program (SELECT ONE)	Select the choice that describes the participant's status at exit from this THP-Plus program with respect to enlistment in, completion of, or dropping out of these types of training. If none of the choices apply, choose Not applicable . Select Unknown if status is unknown.



Additional Information

22. Does the participant have a checking account, savings account, or IDA at exit from this THP-Plus program?	Select Yes if the participant does have one or more of these types of banking accounts: Individual Development Account ("IDA") means an account where the participant's deposits are matched by another organization and typically the funds can only be withdrawn for specified expenses such as education. Select No if the youth has no formal banking account at the time of exit. Select Unknown if the youth does not know.
23. Does the participant have health insurance (through Medi-Cal, employer, or other source) at exit from this THP-Plus program?	Select Yes if, at the end of the reporting period, the participant has health coverage of any kind, from any source. Select No if they do not. Select Unknown if the youth does not know.
24. Has the participant been involved with the adult criminal justice system <u>since entering this THP-Plus program</u> ?	Include only involvement with the <u>adult</u> criminal justice system <u>during this reporting period</u> . Incarcerated/detained means held in a jail or other detention facility for any period of time, even if not ultimately charged or convicted. Select Yes if this is the case, select No if it is not, and Unknown if the youth is unsure. Adult criminal conviction means that they youth was charged with and convicted of a crime, no matter their plea at arraignment. Select Unknown if the youth is unsure, Select None if the youth has never been <u>convicted</u> of either a misdemeanor or felony. If the youth was <u>convicted of a crime</u> as an adult, Select Adult misdemeanor conviction or Adult felony conviction as applicable.
25. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance at exit from this THP-Plus program?	Select yes or no based on the participant's self-report at the time of this reporting. Select Unknown if they are unsure.
26. Is the participant receiving services or treatment for mental health needs at program exit?	Select Yes if the participant is receiving services or treatment for mental health needs at program exit. Select No if this is not the case. Otherwise, select Unknown .
27. Is the participant receiving services or treatment for substance abuse at program exit?	Select Yes if the participant is receiving services for substance abuse at program exit. Select No if this is not the case. Otherwise, select Unknown .
28. Is the participant receiving services or treatment for an educational or learning disability at program exit?	Select Yes if the participant is receiving services or treatment for an educational or learning disability at program exit. Select No if this is not the case. Otherwise, select Unknown .
29. Is the participant receiving services or treatment for a developmental disability at program exit?	Select Yes if the participant is receiving services or treatment for a developmental disability at program exit. Select No if this is not the case. Otherwise, select Unknown .

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



29. Is the participant receiving services or treatment for a physical disability at program exit?	Select Yes if the participant is receiving services or treatment for a physical disability at program exit. Select No if this is not the case. Otherwise, select Unknown .
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6-MONTH FOLLOW-UP FORM

This report is based on information about the participant at the point in time six months after exit from this THP-Plus program. If participant information is not available because the participant cannot be located, check the appropriate box and leave all responses blank.

Today's date	Enter today's date.
Case Manager First Name:	Enter the first name of the THP-Plus program Case Manager to whom the youth's case was assigned.
Case Manager Last Name:	Enter the last name of the THP-Plus program Case Manager to whom the youth's case was assigned.
Name of the Organization or agency that operates the THP-Plus program	Enter the provider. If the County provides services directly (no contractor), enter County Direct Services .
County funding THP-Plus slot	Enter the county that was <i>funding</i> the THP-Plus slot. This may be different from the county where the THP-Plus housing or program administration is located.

Participant

1. First Name	Enter the participant's full legal first name.
2. Last Name	Enter the participant's full legal last name.
3. Date of Birth	Used to calculate participant age and prevent duplicate records.
4. Is the participant unable to be located and lost to follow up?	Select Yes if, on the <u>date data is entered</u> the participant is no longer in contact with the THP-Plus program completing the form and it will likely not be possible to locate the youth for follow up. Select No if the participant is still living in or in contact with the program.

Demographics

5. Date of exit from this THP-Plus program	Used to calculate length of stay.
6. Has the participant given birth to or fathered one or more NEW children since <u>EXITING</u> this THP-Plus program?	Select Yes only if the participant has given birth to or fathered one or more children since <u>exiting</u> the program. This includes from "current pregnancies" at the time of entry. Select No if this is not the case, and select Unknown if the youth does not know or declines to state.
7. Is the participant a custodial parent (i.e. one or more of his/her children living with the participant)?	Select Yes only if one or more children are in the custody of the participant at the point of follow up (i.e. children who will be living with the participant in their next housing arrangement). Include children for whom the participant has shared custody, if they are living with the participant at least part-time. Select No if this is not the case.

EXHIBIT "D"
THP-PLUS PARTICIPANT TRACKING SYSTEM – INSTRUCTIONS



Housing

8. Has the participant experienced one or more nights of homelessness since exiting the THP-Plus program?	Select yes if the participant was homeless (includes sleeping on the street, in a car, in a homeless shelter, or couch-surfing) for one or more nights since program exit.
9. Is the participant living in the same housing unit occupied during THP-Plus program participation?	If the participant is still living in his/her THP-Plus housing unit, select yes . If he/she was in the host family model and is still living with the same host family, select yes . If the participant is living in some other housing unit, select no .
10. What type of housing is the participant living in currently? (SELECT ONE)	Select the type of housing the participant is living in. If none of the choices apply, write the type of housing in the other field.
11. Is housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?	Select yes if the participant is moving into housing that is subsidized through a formal program such as a Section 8 voucher, public housing, affordable housing development, rental subsidy, or other subsidy program. Select No if the housing is not subsidized through a formal program (even if the participant's family member/friend is assisting with the rent). Select Not applicable – not paying rent in all other known cases, including if the participant will be living in some type of institutional housing – including a shelter, jail, hospital, or similar setting – or is homeless, couch-surfing, etc. Select Unknown in any other case.
12. Monthly rent participant is paying	Enter the total monthly rent the participant is paying for his/her housing. Do not include any portion of the rent that is not paid by the participant directly (e.g. portions paid through a Section 8 voucher, by a roommate, etc.). If the participant is not paying any rent, enter 0 .

Employment and Income

13. Employment status (SELECT ONE)	Select the choice that best describes the participant's current employment status. Include only hours worked in legal employment (not informal/under-the-table work).
14. Hourly wage	Enter the hourly wage earned in legal employment by the participant. If the participant has multiple jobs, enter the average hourly wage. Include tips in calculating the hourly wage. Do not include wages earned in informal/under-the-table work.
15. Receiving public benefits (SELECT ALL THAT APPLY)	Select all public benefits that the participant is currently receiving. If the participant is receiving a benefit not included in the listed choices, write it in the other field.
16. Receiving other financial support (SELECT ALL THAT APPLY)	Select all sources that the participant is receiving. If the participant has another source of income besides wages, public benefits, and the other sources of support listed – such as paid informal/under-the-table work – write it in the other field.
17. Total monthly income from all sources	Enter the participant's total current <i>monthly</i> income from all sources, including wages, public benefits, financial aid, child support, family member contributions, informal work, or any other sources of financial support. Include only income received as cash or cash equivalents (e.g. wages, CalWORKS payments, CalFresh Food Stamps) – do not include the value of in-kind benefits not received as cash equivalents (such as MediCal).



Education and Training

18. Educational status: (SELECT ONE)	Select the choice that best describes the participant’s status with respect to enrollment in or graduation from high school, GED, or high school equivalency program; 2-year or 4-year college program. Select Unknown if none of the options apply.
18a. Highest level of education completed (SELECT ONE)	Select the choice that indicates the highest level of education completed by the participant at the end of this reporting period. Select Unknown if none of the options apply.
19. Vocational training status (SELECT ONE)	Select the choice that best describes the participant’s status with respect to enrollment in or graduation from a vocational training program. Completed vocational training or received certificate or license means finished the full course of training and received a recognized formal professional certification or license (e.g. a CNA, licensed phlebotomist, etc. – <i>not</i> a “job readiness certificate” or other informal certification). Select Unknown if status is unknown.
20. Other training status (military / JobCorps / CCC / AmeriCorps) (SELECT ONE)	Select the choice that describes the participant’s status with respect to enlistment in, completion of, or dropping out of these types of training. Select Unknown if status is unknown.

Additional Information

21. Does the participant have a checking account, savings account, or IDA?	Select Yes if the participant does have one or more of these types of banking accounts: Individual Development Account (“IDA”) means an account where the participant’s deposits are matched by another organization and typically the funds can only be withdrawn for specified expenses such as education. Select No if the youth has no formal banking account. Select Unknown if the youth does not know.
22. Does the participant have health insurance (through Medi-Cal, employer, or other source)?	Select Yes if the participant has health coverage of any kind, from any source. Select No if they do not. Select Unknown if the youth does not know.
23. Has the participant been involved with the <u>adult</u> criminal justice system?	Include only involvement with the <u>adult</u> criminal justice system. Incarcerated/detained means held in a jail or other detention facility for any period of time, even if not ultimately charged or convicted. Select Yes if this is the case, select No if it is not, and Unknown if the youth is unsure. Adult criminal conviction means that they youth was charged with and convicted of a crime, no matter their plea at arraignment. Select Unknown if the youth is unsure, Select None if the youth has never been <u>convicted</u> of either a misdemeanor or felony. If the youth was <u>convicted of a crime</u> as an adult, Select Adult misdemeanor conviction or Adult felony conviction as applicable.
24. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance?	Select yes or no based on the participant’s self-report at the time of this reporting. Select Unknown if they are unsure.



12-MONTH FOLLOW-UP REPORT

*This report is based on information about the participant at the **point in time** 12 months after exit from this THP-Plus program. If participant information is not available because the participant cannot be located, check the appropriate box and leave all responses blank.*

Today's date	Enter today's date.
Case Manager First Name:	Enter the first name of the THP-Plus program Case Manager to whom the youth's case was assigned.
Case Manager Last Name:	Enter the last name of the THP-Plus program Case Manager to whom the youth's case was assigned.
Name of the Organization or agency that operates the THP-Plus program	Enter the provider. If the County provides services directly (no contractor), enter County Direct Services .
County funding THP-Plus slot	Enter the county that was <i>funding</i> the THP-Plus slot. This may be different from the county where the THP-Plus housing or program administration is located.

Participant

1. First Name	Enter the participant's full legal first name.
2. Last Name	Enter the participant's full legal last name.
3. Date of Birth	Used to calculate participant age and prevent duplicate records.
4. Is the participant unable to be located and lost to follow up?	Select Yes if, on the <u>date data is entered</u> the participant is no longer in contact with the THP-Plus program completing the form and it will likely not be possible to locate the youth for follow up. Select No if the participant is still living in or in contact with the program.

Demographics

5. Date of exit from this THP-Plus program	Used to calculate length of stay.
6. Has the participant given birth to or fathered one or more NEW children <u>since the six month follow up</u> ?	Select Yes only if the participant has given birth to or fathered one or more children since the <u>six month follow up</u> . This includes from "current pregnancies" at the time of entry. Select No if this is not the case, and select Unknown if the youth does not know or declines to state.
7. Is the participant a custodial parent (i.e. one or more of his/her children living with the participant)?	Select Yes only if one or more children are in the custody of the participant at the point of follow up (i.e. children who will be living with the participant in their next housing arrangement). Include children for whom the participant has shared custody, if they are living with the participant at least part-time. Select No if this is not the case.



Housing

8. Has the participant experienced one or more nights of homelessness <u>since the six month follow up?</u>	Select yes if the participant was homeless (includes sleeping on the street, in a car, in a homeless shelter, or couch-surfing) for one or more nights since the six month follow up.
9. Is the participant living in the same housing unit occupied during THP-Plus program participation?	If the participant is still living in his/her THP-Plus housing unit, select yes . If he/she was in the host family model and is still living with the same host family, select yes . If the participant is living in some other housing unit, select no .
10. What type of housing is the participant living in currently? (SELECT ONE)	Select the type of housing the participant is living in. If none of the choices apply, write the type of housing in the other field.
11. Is housing subsidized (Section 8, public housing, affordable housing development, receiving rental subsidy, etc.)?	Select yes if the participant is moving into housing that is subsidized through a formal program such as a Section 8 voucher, public housing, affordable housing development, rental subsidy, or other subsidy program. Select No if the housing is not subsidized through a formal program (even if the participant's family member/friend is assisting with the rent). Select Not applicable – not paying rent in all other known cases, including if the participant will be living in some type of institutional housing – including a shelter, jail, hospital, or similar setting – or is homeless, couch-surfing, etc. Select Unknown in any other case.
12. Monthly rent participant is paying	Enter the total monthly rent the participant is paying for his/her housing. Do not include any portion of the rent that is not paid by the participant directly (e.g. portions paid through a Section 8 voucher, by a roommate, etc.). If the participant is not paying any rent, enter 0 .

Employment and Income

13. Employment status (SELECT ONE)	Select the choice that best describes the participant's current employment status. Include only hours worked in legal employment (not informal/under-the-table work).
14. Hourly wage	Enter the hourly wage earned in legal employment by the participant. If the participant has multiple jobs, enter the average hourly wage. Include tips in calculating the hourly wage. Do not include wages earned in informal/under-the-table work.
15. Receiving public benefits (SELECT ALL THAT APPLY)	Select <i>all</i> public benefits that the participant is currently receiving. If the participant is receiving a benefit not included in the listed choices, write it in the other field.
16. Receiving other financial support (SELECT ALL THAT APPLY)	Select <i>all</i> sources that the participant is receiving. If the participant has another source of income besides wages, public benefits, and the other sources of support listed – such as paid informal/under-the-table work – write it in the other field.
17. Total monthly income from all sources	Enter the participant's total current <i>monthly</i> income from <i>all</i> sources, including wages, public benefits, financial aid, child support, family member contributions, informal work, or any other sources of financial support. Include only income received as cash or cash equivalents (e.g. wages, CalWORKS payments, CalFresh Food Stamps) – do not include the value of in-kind benefits not received as cash equivalents (such as MediCal).



Education and Training

18. Educational status: (SELECT ONE)	Select the choice that best describes the participant's status with respect to enrollment in or graduation from high school, GED, or high school equivalency program; 2-year or 4-year college program. Select Unknown if none of the options apply.
18a. Highest level of education completed (SELECT ONE)	Select the choice that indicates the highest level of education completed by the participant at the end of this reporting period. Select Unknown if none of the options apply.
19. Vocational training status: (SELECT ONE)	Select the choice that best describes the participant's status with respect to enrollment in or graduation from a vocational training program. Completed vocational training or received certificate or license means finished the full course of training and received a recognized formal professional certification or license (e.g. a CNA, licensed phlebotomist, etc. – <i>not</i> a "job readiness certificate" or other informal certification). Select Unknown if status is unknown.
20. Other training status (military / JobCorps / CCC / AmeriCorps) (SELECT ONE)	Select the choice that describes the participant's status with respect to enlistment in, completion of, or dropping out of these types of training. Select Unknown if status is unknown.

Additional Information

21. Does the participant have a checking account, savings account, or IDA?	Select Yes if the participant does have one or more of these types of banking accounts: Individual Development Account ("IDA") means an account where the participant's deposits are matched by another organization and typically the funds can only be withdrawn for specified expenses such as education. Select No if the youth has no formal banking account. Select Unknown if the youth does not know.
22. Does the participant have health insurance (through Medi-Cal, employer, or other source)?	Select Yes if the participant has health coverage of any kind, from any source. Select No if they do not. Select Unknown if the youth does not know.
23. Has the participant been involved with the <u>adult</u> criminal justice system?	Include only involvement with the <u>adult</u> criminal justice system. Incarcerated/detained means held in a jail or other detention facility for any period of time, even if not ultimately charged or convicted. Select Yes if this is the case, select No if it is not, and Unknown if the youth is unsure. Adult criminal conviction means that they youth was charged with and convicted of a crime, no matter their plea at arraignment. Select Unknown if the youth is unsure, Select None if the youth has never been <u>convicted</u> of either a misdemeanor or felony. If the youth was <u>convicted of a crime</u> as an adult, Select Adult misdemeanor conviction or Adult felony conviction as applicable.
24. Does the participant report having a permanent connection to at least one adult to whom he/she can go for support, advice, and guidance?	Select yes or no based on the participant's self-report at the time of this reporting. Select Unknown if they are unsure.

Exhibit “E”

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:

- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
- (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.