

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of March 27, 2007**

**AGENDA TITLE:** Agreement #554-S0711 with Remi Vista, Inc.

**DEPARTMENT:** Human Services/Social Services

**DEPT SIGNOFF:**

**CAO USE ONLY:** 3/6

**CONTACT:** John Litwinovich

*John Litwinovich*

*C. Laura Schwartz*

**DATE:** 02/28/07

**PHONE:** X7275

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Human Services-Social Services Division recommends that the Board:

- 1) Approve Agreement for Services #554-S0711 with Remi Vista, Inc. for provision of Transitional Housing-Plus (THP-Plus) Administration services to prepare foster youth for independent living for the Department of Human Services-Social Services Division. The total amount of this FY 2006/07 Agreement shall not exceed \$116,800.
- 2) Authorize Chairman to execute said Agreement.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura J. Gill*  
3/12/07

Financial impact? ( ) Yes (X) No

Funding Source: (X) Gen Fund (X) Other

**BUDGET SUMMARY:**

Other: Federal, State and County

Total Est. Cost	\$116,800.00
<b>Funding</b>	
Budgeted	\$116,800.00
New Funding	\$0.00
Savings	\$0.00
Other	\$0.00
<b>Total Funding</b>	\$116,800.00
<b>Change in Net County Cost</b>	\$0.00

**CAO Office Use Only:**

- 4/5's Vote Required ( ) Yes (X) No  
 Change in Policy ( ) Yes (X) No  
 New Personnel ( ) Yes (X) No

**CONCURRENCES:**

- Risk Management   
 County Counsel   
 Other \_\_\_\_\_

**\*Explain** Funds are budgeted for FY 2006/2007.

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest: Cindy Keck, Board of Supervisors Clerk**

**By:** \_\_\_\_\_



**EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES**

*John Litwinovich*  
Director

February 28, 2007

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Members of the Board:

**Title:** Agreement #554-S0711 with Remi Vista, Inc.

**Recommendations:**

Human Services-Social Services Division recommends that the Board:

- 1) Approve Agreement for Services #554-S0711 with Remi Vista, Inc. for provision of Transitional Housing-Plus (THP-Plus) Administration services to prepare foster youth for independent living for the Department of Human Services-Social Services Division. The total amount of this FY 2006/07 Agreement shall not exceed \$116,800.
- 2) Authorize Chairman to execute said Agreement.

**Reasons for Recommendations:**

The Board is being asked to make findings that this independent Contractor can more economically and feasibly perform the services requested. Procurement and Contracts prepared Agreement #554-S0711 with Remi Vista, Inc. to provide Transitional Housing-Plus administration services to assist emancipated foster youths and/or former dependents or wards of the juvenile court (ages 18-24) by providing them with housing and supportive services while they acquire skills needed for independent living for the Department of Human Services-Social Services Division in accordance with provisions of the El Dorado County Human Services Department Transitional Housing-Plus Program Plan approved by the Board on March 28, 2006. Approval of Agreement #554-S0711 will ensure housing and support service for ten (10) young adults beginning April 1, 2007. They will live independently in apartments with the support and guidance of Social Workers from Remi Vista and DHS Employment and Training as well as other mentors within the community to enable them to acquire and practice skills which will prepare them to live successfully on their own. Agreement #554-S0711 will be effective upon execution and shall expire June 30, 2007. The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Agreement. A copy is on file with the Board Clerk.

**Fiscal Impact:**

The maximum dollar amount of this Agreement is \$116,800. Funds are budgeted for FY 2006/2007. Funding sources are Federal, State and County.

**Net County Cost:**

No change in the net county cost.

**Action To Be Taken Following Approval:**

Board Clerk to:

- 1) Forward two originals of the executed Agreement for Services #554-S0711 to Procurement and Contracts.
- 2) Auditor's Office will authorize payment of future invoices.

Sincerely,

John Litwinovich  
Director of Human Services

## CONTRACT ROUTING SHEET

Date Prepared: 2/5/07

Need Date: Dept. needs ASAP Please, Thank you!

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department  
Head Signature: Bonnie H. Rich

### CONTRACTOR:

Name: Remi Vista, Inc.  
Address: P.O. Box 494100  
Redding, CA 96049-4100  
Phone: 530-245-5805  
Attn: Mr. Tillery

### CONTRACTING DEPARTMENT: Human Services/Social Services Division

Service Requested: Transitional Housing-Plus Services  
Contract Term: Expires 6/30/07 Contract Value: \$116,800.00  
Compliance with Human Resources requirements? Yes: No:  
Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 2-8-07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

DATE	ASSIGNMENT	ATTORNEY	DEPT. INDEX NO.	INDEX
<u>02/05/2007</u>	<u>CAO/Proc. &amp; Contracts</u>	<u>EO Knapp</u>	<u>000000</u>	<u>MOU</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 2/8/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

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EL DORADO COUNTY JUNISEL

RECEIVED  
FEB 13 2007

# ORIGINAL

## AGREEMENT FOR SERVICES #554-S0711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Remi Vista, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 393 Park Marina Circle, (Mailing: P.O. Box 494100), Redding, CA 96049-4100; (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide services necessary for the Transitional Housing-Plus (THP-Plus) Program for the Human Services Department, Social Services Division; and

**WHEREAS**, the County has submitted the Contractor's THP-Plus Program Plans to the California State Department of Social Services for certification that the plan is in compliance with the requirements of the program as set forth in the California Welfare and Institutions Code Section 16522.1, (h) (1)-(21); and

**WHEREAS**, the County has received approval of said certification; 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 be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision 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 El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

## **ARTICLE I**

**Scope of Services:** Contractor agrees to provide services necessary for the Transitional Housing-Plus (THP-Plus) Program for the Human Services Department, Social Services Division. The THP-Plus program shall assist emancipated foster youth and/or foster dependents or wards of the juvenile court (ages 18-24) as they move from dependency to self-sufficiency by providing youth with housing and supportive services while they acquire skills needed for independent living. Services shall be in accordance with Exhibit "A", marked "Remi Vista, Inc. Transitional Housing – Plus Program", incorporated herein and made by reference a part hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire June 30, 2007.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes of this Agreement the billing rate shall be \$2,920.00 per month per participant (not to exceed ten (10) participants at one time.) The total amount of this Agreement shall not exceed \$116,800.00.

## **ARTICLE IV**

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirement:

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

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

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

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

#### **ARTICLE VI**

**Confidentiality:** The Contractor shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all request for disclosure of such information not originating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder.

#### **ARTICLE VI**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "B", which is incorporated herein for all intents and purposes.

## **ARTICLE VII**

**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 VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE IX**

**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 X**

**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 XI**

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

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

In addition to the above, should the 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 XII**

### **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 within 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. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the 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 Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will 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 XIII**

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

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HUMAN SERVICES DEPARTMENT  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

REMI VISTA, INC.  
P.O. BOX 494100  
REDDING, CA 96049-4100  
ATTN: JOHN TILLERY, CPA, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

### **ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County 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.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, 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. For the purposes of this Agreement, professional liability is required.
- E. General or Professional Liability certification must show inclusion of sexual abuse/sexual molestation coverage.
- F. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. 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 Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- I. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.

- J. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- M. 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.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

## **ARTICLE XVI**

**Interest of Public Official:** No official or employee of County 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 County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XVII**

**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 no person having any such interest shall be employed by Contractor.

### **ARTICLE XVIII**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will 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 the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XIX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

### **ARTICLE XX**

**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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

### **ARTICLE XXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Human Services Department, or successor.

### **ARTICLE XXII**

**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 XXIII**

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

### **ARTICLE XXIV**

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

**ARTICLE XXV**

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

**Requesting Contract Administrator/Department Head Concurrence:**

By:  Dated: 2/12/07  
John Litwinovich, Director  
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Chair  
Board of Supervisors  
"County"**


**ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Clerk**

-- CONTRACTOR --

Dated: 2/16/07

**John Tillery, CPA  
Executive Director  
REMI VISTA, INC.  
A CALIFORNIA CORPORATION**

By:  \_\_\_\_\_  
**John Tillery, CPA  
Executive Director  
"Contractor"**



**EXHIBIT "A"**

**REMI VISTA, INC.**

TRANSITIONAL HOUSING - PLUS PROGRAM  
GENERAL STATEMENT  
REMI VISTA, INC  
JANUARY 16, 2007

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## MISSION STATEMENT

Remi Vista, Inc., in conjunction with statewide participating County Adult and Children's Services Departments and Probation Departments, will provide supported, independent living experience to eighteen to twenty four-year-old youth who have emancipated from the foster care system. Participants will live independently in apartments with the support and guidance of the County Independent Living Skills Social Worker, County Children's Protective Services Social Worker, Social Workers from Remi Vista's Foster Family Agency, Remi Vista In-Home Support Staff, and mentors within the community to enable them to acquire and practice skills which will prepare them to live successfully on their own. Services outlined in AB 1198 will be addressed through individual and group interactions. Emotional support and crisis intervention will be available on a twenty-four hour a day, seven days per week basis.

## INTRODUCTION

Transitional aged youth (TAY) (ages 18 – 24) face overwhelming challenges on their road to functional independence. The Remi Vista, Inc. Transitional Housing Plus Program (THP-Plus) will offer a variety of services to all participating youth. In many counties, there is a lack of affordable housing. The County's emancipating foster youth are faced with a challenge of locating housing, finding work and sustaining themselves as adults. Social Services Agencies throughout the State recognize that in order to prepare them for a successful future, our youth need supportive and concrete services, delivered in a real-life environment.

Through a thorough assessment of potential participants, a uniquely tailor-made program will be established. The program will assist the youth in developing the ability to get themselves to needed appointments, work, school, and other activities by utilizing public transportation or car pooling. Youth will also be trained on the expense of owning and maintaining their own vehicle. Youth participating in the program will be encouraged to seek college or other post high school training to better prepare them for the future. The program will actively assist in helping participants apply for college or trade school admission in addition to applying for scholarships and grants for which they may be eligible. The program will also endeavor to link them to federal Job Training and Partnership.

Participants will live independently in an apartment with the support of the Independent Living Skills Program (ILSP) Coordinator, Remi Vista Social Worker, and In-home Support Services staff. Services outlined in Assembly Bill 1198 will be provided through individual and group interaction.

## AGENCY LICENSES

Remi Vista, Inc. is currently licensed through California Department of Social Services, Community Care Licensing Division to provide the Transitional Housing Placement Program (THPP) services. Licenses are held in Siskiyou, Shasta, Tehama, Humboldt, Del Norte, Humboldt and El Dorado Counties.

## PROGRAM MODELS

1. Remi Vista, Inc. utilizes one or more of the following THP-PLUS models.

Participant(s) lives in an apartment, single-family dwelling, or condominium.

Participant(s) lives independently in an apartment, single-family dwelling, or condominium rented or leased by the provider.

Participant(s) lives independently in an apartment, single-family dwelling, or condominium rented or leased by the provider under the supervision of the provider, with approval of the CDSS.

2. Within all models, THP-Plus participants will be encouraged to do the following:

Utilize apartments, single-family dwellings, or condominiums where youth may continue to live following emancipation, if the youth is self-sufficient and can pay the costs independently.

Afford youth the opportunity to keep their household furnishings following emancipation.

Locate suitable and safe housing near public transportation lines, and in areas with adequate educational, vocational and employment opportunities.

## RATES

The rate for THP-Plus participants will not exceed the rate established by the California Department of Social Services, which is 70 percent of the average group home rate.

## SERVICE COMPONENTS OF THE PROGRAM

Remi Vista, Inc. will include the following service components in our program:

To continue to pursue the relevant goals that were established by the ILSP Coordinator prior to their becoming adults on the Transitional Independent Living Plan (TILP). The Participants TILP shall be updated once per year. There will be coordination between the THP-Plus Remi Vista Social Worker, the In-home support counselor, and representatives from other community resource agencies. This may include a Probation Officer, depending upon the legal status of the participant.

The Remi Vista Social Worker, who will draw from community resources and the supportive team that the participant has selected, will provide case management. Case management will include, but may not be limited to, directions, instructions, transportation, and aid in preparation of participant's budget, shopping, and monitoring as necessary.

Emphasize that the THP-Plus is a "no-fail" program and the amount of time a youth may participate in the program depends upon the youth's maturity level, up to 24 months per THP-Plus regulations.

Remi Vista will provide 24-hour crisis intervention and support, which will include providing each youth with a 24-hour emergency telephone number.

Individual and group therapy. Should participants have a need for counseling, therapy, or medical treatment, they will be assisted in pursuing these services. The program will be support and assist the youth in obtaining all necessary medical services.

- Educational and vocational advocacy and support, including linkages and referrals to vocational programs such as the California Conservation Corps.

Encouragement to seek college or other post-high-school training to better prepare for the future. The program will actively assist in helping participants apply for college or trade school admission, and for scholarships and grants for which they may be eligible.

Job readiness training and support, including assurances that the agency will collaborate with the Employment Development Department One-Stop Career Centers, and other agencies and programs to provide support and services to enable the participants to complete the goals outlined in the TILP. (30-911 (k) & (l))

- Linkage of each participant with a mentor through mentor programs and other community resources. (30-911 (p))
- Services and referrals to build and support relationships with family and community.
- Assistance to youth in finding or maintaining affordable housing that constitutes no more than thirty percent of the youth's income. Participants who do well in THP-Plus will be offered an opportunity to assume the lease of their current housing if the property owner agrees.
- Aftercare services including support groups and referrals to community resources.

Collaboration with community partners to provide adequate housing, mental health services, and other needed services.

## RIGHTS OF PARTICIPANTS

As the THP-Plus provider, Remi Vista will be responsible for assuring that the rights of the participants are protected and maintained as outlined below:

### 30-920 TRANSITIONAL HOUSING PROGRAM (THP)-PLUS 30-920 CERTIFICATION STANDARDS

.1 Each THP-Plus agency's program plan shall, at a minimum, ensure that:  
(a) The program will only serve eligible tenants as defined in MPP Section 30-900.13.

(b) The program shall not discriminate on the basis of race, national origin, gender, sexual orientation, or disability (Welfare and Institutions Code Section 16522.1(a)(1)) 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.

(c) The agency shall, with the assistance of a county designee, assist each tenant to complete the STEP/THP-Plus TILP form designed by the Department.

(d) The program describes how it will assist tenants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.

(e) The 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.

(f) Tenants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.

(g) The housing has reasonable transportation access to schools, employment appropriate supportive services, shopping and medical care.

(h) All agencies shall provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.

(i) Criminal record clearances shall be required for all agency employees.

(j) Programs shall comply with applicable federal, state, and local housing laws and fire clearance requirements.

(k) No more than two tenants share a bedroom.

(l) Tenants have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.

(m) Tenants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.

(n) Tenants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

(o) The functions of property management and service provider shall not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.

(p) The agency 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.).

(q) 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.

(r) Tenants 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.

(s) 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).

(t) Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.

(u) A description of the tenant application process and the selection criteria are included.

(v) Any tenant funds retained by the provider on behalf of the tenant shall be deposited 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, or earlier, if permitted by the THP-Plus program guidelines.

## ADMISSION/INTAKE

### CRITERIA FOR ELIGIBLE PARTICIPANTS

In accordance with AB 427 and AB 824, persons ranging from 18 years of age to no more than 24 years of age, who prior to their emancipation were foster youth, will be eligible for THP-Plus services. The program will be available to males and females without regard to race, ethnicity, country of origin, disability, religious preference, or sexual orientation. The program will meet all requirements of Section 16522.12 of A.B. 1198

Youth submitting applications for admittance will require the approval of the County ILS Program Social Worker.

1. ILSP Social Workers, Children Services Case Workers, Probation Officers, and/or Regional Center workers, along with Remi Vista Social Workers, will identify potential participants for the THP-Plus, taking into consideration the admission criteria.
  2. Potential participants will complete the application form and other requirements as stated in the "Participant Handbook." Potential participants will be interviewed by a Remi Vista Social Worker and the ILSP coordinator of the placing county when appropriate.
  3. Potential participants will complete the application packet and with the county placing worker, provide requested information listed on the agency THP-Plus Intake Checklist.
  4. Regional center placements will complete the interview and application process. Furthermore, Regional Center / Behavioral Health / Mental Health placement workers, support staff and Remi Vista FC/THP-PLUS Program Director will screen participants for appropriateness of placement.
1. Remi Vista will consult with the youth and the placement ILSP Social Worker concerning the youth's current strengths and needs including but not limited to the following areas as they relate to the TILP:
    - Previous placement history
    - Delinquency history
    - History of drug or alcohol abuse
    - Current strengths

Level of education

Mental health history

- Medical history

Prospects for successful participation in the program

- Work experience

The community partners are non-discriminatory with regard to race, gender, sexual orientation, disability, and youth who are wards of the court described in Section 602, and youth receiving psychotropic medications shall be eligible for consideration to participate in the program, and shall not be automatically excluded due to these factors.

2. The youth needs to complete the application process required by the selected THP-Plus provider; however the ILS Social Worker will assist if needed.

#### REFERRAL and SCREENING PROCESS (THP-PLUS PROVIDER)

1. Review the youth's application. (This may include review of up to three of the youth's references).
2. Complete one or more interviews with the youth.
3. Consult with the ILSP Social Worker and the placement Social Worker or Probation Officer concerning the youth's strengths and needs as well as the plan established in the TILP.
4. Decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the Remi Vista decision to reject.
5. The provider will develop a contract with the youth that details the rights and responsibilities of each party, and under which each party agrees to the requirements contained therein. The provider will assure that each participant is personally advised and given at admission a copy of the personal rights outlined in CDSS Community Care Licensing (CCL) Manual Section 86072.



## PROVIDER SELECTION

Remi Vista, Inc. works collaboratively with the County ILSP, Probation Department, and other public and private agencies to participate in the development of each eligible youth's Transitional Independent Living Program (TILP), as well as to deliver program goals, core services, and activities as described in the youth's TILP to assist the youth to live independently.

Additionally, Remi Vista, Inc. includes the following elements in their program:

1. As set forth in Welfare and Institutions Code § 16522.1(a)(1), admission criteria for participants in the program, including, but not limited to, consideration of the applicant's age, previous placement history, delinquency history, history of drug or alcohol abuse, current strengths, level of education, mental health history, medical history, prospects for successful participation in the program, and work experience.
2. Acknowledgement that the provider may not discriminate based on race, gender, sexual orientation or disability, and youth who are wards of the court described in Section 602, and youth receiving psychotropic medications shall be eligible for consideration to participate in the program, and shall not be automatically excluded due to these factors.
3. Remi Vista's adherence to strict employment criteria regarding Remi Vista employees' criminal background checks, age, drug/alcohol history, and experience working with this age group.
4. A training program to educate Remi Vista employees about characteristics of persons in this age group placed in long-term care settings, and designed to ensure that these employees can adequately supervise and counsel participants and provide them with training in independent living skills.
5. A detailed plan for monitoring the placement of persons under the Remi Vista care.
6. A description of how each participant's progress in the program will be evaluated. (30-911.1 (2))
7. A detailed plan for reporting to the ILSP and to the county agency with jurisdiction. (30-911.1 (h)(3) & (n))

8. A contract between the participant and Remi Vista that specifically sets out the requirements for each party, and in which both parties agree to the requirements of Welfare and Institutions Code § 16522 et seq.
9. An allowance to be provided to each participant, and monitored by the Remi Vista Social Worker, that is adequate to purchase food and other necessities. Budgeting may require the Remi Vista Social Worker to allocate participant monies on a weekly basis in the event the THP-PLUS participant does not demonstrate fiscal responsibility.
10. A system for the provider to oversee and support payments of ongoing expenses, such as utilities, telephone, and rent.
11. Policies about limitations on capacity and ambulatory status, per CDSS CCL Manual Section 86010, including the following policy:

Residents of a THP-Plus participant living unit shall be limited to the THP-Plus participant, children of participants, TH-Plus employees and their children, if applicable, and persons approved by the licensed provider, and authorized by the CDSS CCL Division, to remain in the THP-PLUS unit. (86010(a)(1))

12. Policies, incorporating applicable provisions of Welfare and Institutions Code Section 16522.1 (30-911.1 (q)(23)) regarding all of the following:
  - A. Unsupervised Time: The intent of the program is to encourage self-regulation of time through periodic supervision and counseling. The participants in the program will be allowed to organize their own time as approved by the Remi Vista Social Worker and In-Home Support Staff (IHSS). The structure will be organized around both the participant's school schedule as well as work schedule. General guidelines will be established in the TILP and the Needs and Services Plan and will be modified as necessary to meet the specific approved work and school schedules. The Remi Vista Social Worker and In-Home Support Staff will monitor the participant's schedule on a weekly basis for participant compliance.
  - B. Education requirements: Unlike the Transitional Housing Placement Program for foster youth, THP-Plus participants will not necessarily be required to be enrolled in an educational program. Decisions regarding participation in further educational activities will be made on a case-by-case basis based on the applicants goals and TILP.

- C. **Work expectations:** The participant will be required to actively seek employment within one month of beginning the program. The participant will be encouraged to work a minimum 10 hours to a maximum of 40 hours per week depending on their unique TILP goals and objectives. There are exceptions to the above noted employment guidelines, such as, parenting, excessive school and/or school related activities or college classes. The Remi Vista social worker will discuss the participant's schedule with him/her and the appropriateness of his/her employment possibilities.
  
- D. **Savings requirements:** When the participant becomes employed, the participant will be encouraged to save 50 percent of his/her net wages in the form of savings bonds, which will be kept in the Remi Vista regional office in a locked file and will be accessed and controlled only by the Remi Vista FC/THP-PLUS Program Director. Savings bonds may be cashed in by the emancipated youth without financial penalty. Opening a savings account for a THP-Plus participant may be considered based upon the participant's progress and accountability in the program.
  - a) \$100.00 is deposited by Remi Vista as emancipation fund, per participant, for each complete calendar month after the 1<sup>st</sup> 30 days of completion. The money will be deposited into the Remi Vista Trust account.
    - 1. **Emancipation savings are forwarded to the participant upon departure.**
    - 2. **The accounting department will mail the check within 30-45 days.**
    - 3. **The emancipation fund will be withheld for excessive expenditures, to reimburse Remi Vista for those expenditures i.e., irresponsible use of the phone, property damage, and/or apartment damage.**
  
- E. **Personal safety:** Participants will be required to complete and pass all noted safety courses and comply with all safety rules contained in these policies. Safety orientation briefings will provide the participants instruction relating to their environment and how to handle certain situations in the home. Instruction regarding fire extinguishers, the operation of the stove and other appliances, etc. will be included in orientation.

F. Visitors: Including, but not limited to, visitation by the placement auditor pursuant to subdivision (d) of Welfare and Institutions Code § 16522.1. Remi Vista will maintain in each participant's record the names of all persons who are specifically prohibited, pursuant to Welfare and Institutions Code Sections 16001.9(a)(6) and (7), to take the participant out of the THP-Plus participant living unit. (86070 (b)(6))

- Unlike THPP participants, THP-Plus participants will be allowed to have overnight visitors at their own discretion.
- THP-Plus participants may have as many visitors as they wish, but they will be expected to respect their neighbors with regards to the noise level and the actions of their visitors
- THP-Plus participants will be responsible for and held accountable for any problems or damages caused by their visitors.
- Visitors in possession of drugs and/or alcohol or under the influence of drugs and/or alcohol are not allowed in the apartments. Remi Vista will contact local law enforcement agencies if illegal behavior is suspected or observed. If substance abuse is or becomes a problem for the participant, he/she will be referred to receive drug and alcohol related services.
- WEAPONS: Under California law, no individual under the age of twenty-one may own or possess firearms (i.e., rifle, shotgun or handgun). No weapons of any kind, including knives other than standard kitchen knives, are allowed into the THP-PLUS apartments for any reason for youth under 21. TAY youth over age 21 will be required to participate in a gun safety course before they will be allowed to store a firearm in the apartment. If approved, the participant will store any legally owned and registered firearm in a locked cabinet with ammunition stored separately.
- Runaway youth are not allowed into the apartments at any time. Knowingly allowing a runaway into an apartment can result in the immediate termination from the Program. Legal authorities will be notified immediately in the event a runaway is allowed into a THP-Plus apartment.

- G. Emergencies: A twenty-four hour emergency number will be provided to each participant. (30-911.1 (m)) An emergency is anything requiring immediate attention or assistance from resources such as police, fire ambulance, or THP-Plus provider staff. All participants will be provided the opportunity to participate in First Aid courses as well as other noted safety courses within the first month of participating in THP-Plus. Each participant is advised and encouraged to find and post emergency telephone numbers for police, fire, ambulance, and THP-Plus staff. Anything considered an emergency would require a call to the Remi Vista social worker. The landlord's telephone number will be posted for building problems or emergencies.
- H. Medical, dental, vision, mental health, and medication considerations: (86075(b)) All participants entering THP-Plus will be required to have a current medical and dental exam, or they will be required to have these exams within 30 days of entering the program. Thereafter, each participant shall receive guidance and support in obtaining all necessary medical, dental, vision, and mental health services, including a yearly physical exam and a semi-annual dental exam appointment. Telephone numbers and addresses for local physicians and dentists that accept Medi-Cal payment will be available for the participants. Transportation assistance may be made available as needed. All records of the exams will be given to the Remi Vista social worker in order that they may be placed in the participant's permanent record.
- I. Disciplinary measures: The THP-Plus program is a voluntary program for adults. As such, the only disciplinary measure for severe violations of program rules will be termination from the program.

Complaints from the Landlord: Each participant is responsible for the condition of his or her apartment and for maintaining good relations with landlord, neighbors and roommate if sharing an apartment. Participants will immediately notify Remi Vista Staff about complaints from the landlord or apartment management. In the event of a conflict with a participant and other resident, a plan will be developed to improve the situation. The landlord will be provided the local Remi Vista, Inc. on-call 800 number.

- J. Childcare: Participants may not provide childcare in a THP-Plus apartment. Participants may; however, be employed as childcare workers at licensed child care facilities if appropriate.
- K. Pregnancy: A pregnant participant may continue her involvement in the program. The participant will be provided the opportunity to receive medical attention, parent education courses and any other necessary services in regard to issues of pregnancy.
- L. Curfew: Unlike the THPP program, there is no necessary curfew established for THP-Plus participants. Remi Vista reserves the right, however, to establish curfews on a case-by-case basis depending on the needs of the participant, as criteria for participation in the THP-Plus program. In such cases, the curfew will be voluntary for the participant.
- M. Housekeeping: Participants are responsible for the order and cleanliness of their apartments. Upon entry into the Program, they will receive an orientation from the provider concerning standards and expectations for the apartments cleanliness. A detailed cleanliness checklist, tools, and initial cleaning supplies will be provided the participants. In-Home Support Staff (IHSS) will provide on-going weekly apartment cleanliness evaluation.

Apartment Inspections: Program participants must allow the Remi Vista staff to inspect the apartments. THP-PLUS participants are not authorized to change/add any apartment door locks. The apartment should be kept in a clean and orderly condition at all times. Food should be stored in proper containers and garbage removed regularly. Any problems in the apartment (such as plumbing problems, leaks, damages, pest problems, etc.) must be reported immediately to the apartment manager and/or Remi Vista staff. Continuous failure to maintain a reasonably clean and orderly apartment may lead to termination from the program.

- N. Use of utilities and telephones: All THP-PLUS apartments will have well-functioning water, electrical and heating systems. Participants will receive orientation regarding basic home maintenance and minor repairs. Participants will be provided telephone connections, and have access to make and receive confidential calls. (86072(19)) Any court-ordered limitations on telephonic and written communications will be included in the needs and services plan. (86068.2(a)(8)) Participants will be

responsible for all other phone expenses, including monthly service charges and any long distance charges. Long distance blocks will be attached to participants' phones. This will require the participants to carry long distance calling cards to make any long distance telephone calls. The Remi Vista social worker will assure that participants will be provided the opportunity to purchase long distance calling cards.

- O. Budgeting: The Remi Vista social worker receives the participants' bimonthly checks and bills. After checking for accuracy, the social worker gives the IHSS worker the checks and bills. The IHSS worker and participant, together, discuss the amount of bills and the budgetary planning. The worker and participant go to the bank together and the worker will supervise the participant in cashing the checks and purchasing a money order for each bill. The money orders will be made payable to the provider. The participant will note on each money order which bill is being paid with that money order. The youths keep the original duplicates of the money orders and copies of the bills for their files. The Remi Vista, Inc. Remi Vista FC/THP-PLUS Program Director mails the money orders to the Corporate accounting department within one day of receipt. Accounting sends receipts to the individual county region, which are copied and placed in the participant's file, with copies also going to the participant.
- P. Care of furnishings: An inventory of furnishings will be made at the time the participant occupies the apartment. When the participant leaves the program, a new updated inventory will be taken to validate that all furnishings are present. Those items, which have been purchased by the participant are his/her personal property and will be validated as such by the ending inventory and by proof of purchase (receipts) accumulated by the participant.
- Q. Decorating of household: THP-PLUS participants are encouraged to purchase items that contribute to their sense of comfort and feeling of home. Participants will also be encouraged to design living space to their own liking as long as specific changes do not violate the provisions of the lease.
- R. Transportation and vehicles: A participant may have his/her own car only if they have a valid drivers license, sufficient insurance (state required minimums); monthly verification of current insurance policy; verification of insurability and a viable

means of support for payments and maintenance of the vehicle. The Remi Vista social worker must be given a copy of the participant's driver's license and insurance policy number. Transporting of passengers will follow the state mandated guidelines. When transporting participants, the provider will assure that participants and their children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

- S. Lending or Borrowing Money: Participants shall not lend or borrow money.
- T. Unauthorized purchases: Before entering into contractual agreement such as credit cards, auto loans, rental or purchase agreements, the participant will discuss the option with the Remi Vista social worker.
- U. Dating: Participants will be required to demonstrate responsible decision making in their relationships with others. The following guidelines establish the expectations:
  - 1 Participants will not consume drugs on dates. They will only consume alcoholic beverages if they are age 21 or older.
  - 2 Participants will not drive while intoxicated.
  - 3 Participants will not ride in cars of unknown persons or drivers' known to be unsafe, intoxicated, or using alcohol or drugs.
  - 4 Participants will follow curfew guidelines if specifically required.

Dating may be restricted by Remi Vista social worker whenever a participant is experiencing significant difficulty making good decisions, engaging in unsafe behavior, violating rules or agreements, or not making appropriate program progress.

- V. Grounds for termination may include, but shall not be limited to: illegal activities, including the use of alcohol or other drugs, theft, destruction of property; refusal to participate in drug testing if required; harboring runaways; not following program rules/agreements; refusal to cooperate with staff; failure to progress or meet agreed upon goals; threatening staff; and eviction from apartment. The provider may reserve the right to determine the status of a participant's placement in THP-PLUS.



- W. Remi Vista will provide apartment furnishings, and will decide on the disposition of the furnishings upon the participant's completion of the program, based on the needs of the participant and the most empowering way of helping him or her meet those needs.
- X. When appropriate, every participant will be encouraged to enroll in EDD's federal Job Training and Partnership Act program administered in the local area to provide employment training. (30-911 (k) and (l))
- Y. The budget on which the rate is based will be broken into the following four categories:
- Administrative salaries and overhead
  - Direct care staff
  - Social worker and social work supervision
  - Youth allowance itemized by telephone, rent, utilities, food, clothing, transportation costs, allowance, and miscellaneous expenses.
- Z. Any participant funds retained by Remi Vista on behalf of the participant shall be deposited in an interest bearing 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 participant when he or she leaves the program, or earlier if permitted by the THP program guidelines. (30-911.1 (s))
- AA. Remi Vista, Inc. makes every effort to include evidenced-based practice models in our program, and assist the participant in pursuing the goals identified in the TILP.
- BB. All participants in the program will complete an orientation, which will cover the manner in which funds will be distributed, and an individual budget for the expenditure of their funds. The participants' needs for assistance in money management will be monitored closely at first. Ongoing training as part of his/her activities and will include the preparation of food, developing a plan to save money so that he/she can get desired, more costly items, and other training on meeting his/her health, dietary, grooming and employment expenses.

## ASSESSMENT, OUTCOME AND EVALUATION

1. The following assessment instrument will be administered periodically by the THP-PLUS Remi Vista to measure youths' progress in the THP-PLUS program and continued progress toward TILP goals:
  - Ansell-Casey Life Skills Assessment
  
2. The following outcomes will be measured to determine individual program effectiveness.
  - Educational attainment
  - Career and employment development
  - Vocational training
  - Job placement and retention
  - Daily living skills
  - Substance abuse prevention
  - Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
  - Housing and household management
  - Consumer and resource use
  - Interpersonal/social and self-development skills
  - Survival skill
  - Computer/Internet skills
  
3. Remi Vista, Inc. THP-PLUS Social Workers will furnish reports every three months, or upon request, on individual youth's progress and outcomes to the County ILSP.
  
4. Participants will agree to maintain contact with THP-PLUS staff for five years after graduating from the program.

## Appendix A

### Detailed Remi Vista, Inc. THP-PLUS Financial Protocol and Payment Methodology

#### Beginning of the month payday. Participant checks are mailed or delivered to each region

- 1) THP-PLUS social worker receives checks and copies of the bills enclosed from accounting. (rent, phone and utilities)
- 2) The social worker will chart if a bill(s) is/are missing and report to the Remi Vista FC/THP-PLUS Program Director who will call accounting department inquiring about the missing bill(s)
- 3) Social worker gives the checks and bills to the IHSS worker.
- 4) IHSS and participant, together, communicate the amounts of the bills and budgetary planning.
- 5) IHSS and participant go to the bank together as the participant cashes the checks and purchases the money orders, (made out to Remi Vista), one for each bill due. The participant will note on each money order which bill is being paid with that money order. Money orders are collected by the IHSS from the participant and given to the THP-PLUS social worker.
- 6) Copies of the checks, money orders, and bills are made and placed in each participant's file.
- 7) The participant keeps the original duplicate of the money order for their files and they also receive copies of the bills.
- 8) The Remi Vista FC/THP-PLUS Program Director then mails the money orders to the Corporate accounting department within 2-days of receiving participants funds.
  - a) Accounting sends receipts to the region upon receiving the money orders from the participants, within 2-days of receipt.
  - b) The receipts are then copied and put in the participant's file and a copy is forwarded to the participant.

#### Middle of the Month Payday: Participant checks are mailed to each region:

- 1) THP-PLUS Social worker receives checks from accounting and cross-checks accuracy.
- 2) IHSS receives the checks and copies of any outstanding bills.
- 3) IHSS and participant, together, communicate the amounts of the bills and budgetary planning.

- 4) IHSS and participant go to the bank together as the participant cashes the checks and the purchasing of money orders, (made out to Remi Vista), one for each bill due. Note on each money order which bill is being paid with that money order.
- 5) Money orders are collected by the IHSS from the participant and given to the THP-PLUS social worker
  - a. After copying the money orders and bills and those copies are put into each participant's file,
  - b. The participant keeps the original duplicate for the money order for their files.
- 6) The Remi Vista, Inc. Remi Vista FC/THP-PLUS Program Director then mails the money orders to the Corporate accounting department within 2-days of receiving participant funds.
- 7) Corporate accounting sends receipts to the region upon receiving the money orders from the participants.
- 8) The receipts are then copied and put in the participant's file and a copy is forwarded to the participant.

#### Savings Accounts, Participant's

- 2) \$100.00 is deposited by Remi Vista as emancipation fund, per participant, for each complete calendar month after the 1<sup>st</sup> 30 days of completion. The money will be deposited into the Remi Vista Trust account.
  1. Emancipation savings are forwarded to the participant upon departure.
  2. The accounting department will mail the check within 30-45 days.
  3. The emancipation fund will be withheld for excessive expenditures, to reimburse Remi Vista for those expenditures i.e., irresponsible use of the phone, property damage, and/or apartment damage.
- 3) The THP-PLUS participant may be given the opportunity to open a savings account if the bank will permit the account without a Remi Vista co-signer.
- 4) Participants will be strongly encouraged to save 50% of their wages from earned employment. A savings plan will be discussed by the Remi Vista Social Worker, County Social Worker, Independent Living Services Worker, and the participant, to help the participant plan for monetary needs upon emancipation.

#### Non-Refundable Move in and cleaning fee

- 1) \$200.00 is collected on a prorated basis upon entrance to the program.
  - a. The payment method will be the same as above regarding bill payments. See item #4

- b. Receipts tracking will be the same as above regarding bill payments

Additional Budget Considerations:

- 1) Necessary move-in items will be purchased by the THP-PLUS participant with an advance and will be charted on the data base.
- 2) Remi Vista THP-PLUS will work with the participant in determining items that may be given as a departure gift if those items were not purchased by the participant.

## Appendix B

### Remi Vista, Inc. Personnel Guidelines

#### TRANSITIONAL HOUSING PLUS PROGRAM IN-SERVICE TRAINING

##### A. New Staff Orientation

New Social Worker staff and IHSS receive orientation training prior to providing direct care services to the participant; orientation training is provided by the Deputy Foster Care Director, Remi Vista FC/THP-PLUS Program Director or Supervising Social Worker. Orientation training will continue until the employee feels, and is assessed to be, competent. Close supervision of the new staff is maintained by the Remi Vista FC/THP-PLUS Program Director and the Supervising Social Worker. Furthermore, regional center training for regional center staff will be considered adjunct training and will be provided by the regional center staff.

##### B. On Going Training

Ongoing training for staff includes: in-services training, training provided by professionals in seminar and conference formats; in-house; or in the community, covering program specific topics, coordinated by the Remi Vista FC/THP-PLUS Program Director, and/or the Supervising Social Worker. The training is conducted by a Master's level person whenever possible. IHSS in the THP-PLUS will receive ongoing training, which may include, but is not limited to:

1. Life skills: housekeeping, building and maintaining personal relationships, food management (cooking, nutrition, shopping, storage of food) money management, hygiene, clothing maintenance, purchasing skills
2. Health Issues: minor illnesses, dental hygiene, use of physicians, MediCal card, etc.
3. Employment: job seeking/keeping skills
4. Transportation: use of buses, purchase/maintenance of vehicle, insurance, driver's license
5. Housing: rental/lease agreement, fair housing rights and practice
6. How to work as part of a professional team to meet the needs of youth in the THP-PLUS
7. How to motivate those youth who have lived in a foster care setting toward independent living
8. Developmental issues of adolescents

9. How to address the unique, individual needs of each youth in the program
10. How to enhance a youth's independent living skills, which can help develop self-sufficiency that is so necessary to successful emancipation

## Appendix C

### STAFF QUALIFICATIONS JOB DESCRIPTIONS

1. The two staff members that will work immediately with the THP-PLUS participants are the Remi Vista Social Worker and the In-Home Support Services (IHSS) staff. The Remi Vista Social Worker will meet with the participant on a weekly basis and more often as necessary to meet the participant needs. The social worker will serve to provide case management for the participant by drawing from community resources and the support team the participant has secured, as well as providing direction, instruction and counseling. The social worker will aid in preparation of the participant's budget and monitor it as necessary. The qualifications for this staff person are the same as is required by Title 22 for all Social Workers.
2. The THP-PLUS IHSS qualifications are unique to this AFDC-FC FFA program. The individual must have the ability to communicate with teens and have the life experience to meet the job description requirements to assist the participants in day-to-day living skills training which this program provides. The IHSS will check in regularly with the participant, assisting in food preparation, in food shopping, in maintenance of the apartment, meeting transportation needs and in any other area for which instruction and training is needed. The key function of the IHSS is to promote the acceptance of responsibility and independence while providing direction and instruction throughout the participant's stay.
3. Regional centers will provide additional necessary services for regional center placements in accordance with the Needs and Service Plan of the participant.



REMI VISTA, INC.  
JOB DESCRIPTION

Job Title: Transitional Housing Social Worker  
Department: Transitional Housing Plus Program (THP-PLUS)  
Reports To: THP-PLUS or Foster Care Program Director  
FLSA Status: Exempt  
Prepared By: HR Department  
Prepared Date: 10/31/02

#### Summary

The THP-PLUS Social Worker serves to provide case management and therapeutic services, promote and model independent living skills, and provide training necessary to help meet the needs of the teenagers placed in the Transitional Housing Placement Program with Remi Vista, Inc.

#### Essential Duties and Responsibilities include the following:

- Maintain weekly contact with the Transitional Housing Program Participant.
- Assess the needs of the THP-PLUS participant.
- Write the Needs and Services and Individual Treatment Plans for each THP-PLUS participant.
- Write quarterly reports and other evaluations as may be necessary.
- Provide for individual and/or group therapy for the THP-PLUS participants.
- Provide case management for each THP-PLUS participant assigned to caseload.
- Make periodic checks of the apartments of the THP-PLUS participants to insure the standards are being maintained, as per the THP-PLUS requirements.
- Provide supervision for the In House Support Services employees.
- Serve as an agency representative to the community at the discretion of the Program Director.
- Maintain contact and relationship with the county representatives.
- Attend and participate in all staff meetings as directed by the Program Director and/or THP-PLUS Administrator.

#### Supervisory Responsibilities

Directly supervises 1 to 10 In House Support Services employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training IHSS employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

#### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Must possess a high degree of professional, ethical and moral standards. Individual must demonstrate knowledge in the areas of child development and pathology, child abuse, drug/alcohol abuse and parenting. Demonstrate knowledge and skill in applying an integrated approach to treatment in individual, group and family therapy and have a working knowledge of principles in changing behavior.

#### Education and/or Experience

Master's degree (M.A.) in Psychology, Social Work or other related field. Must meet the requirements as described in Title 22, California Code of Regulations and be familiar with the guidelines, policies and program requirements set forth in Title 22.

**Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Microsoft Excel Spreadsheet software and Microsoft Word Word Processing software.

**Certificates, Licenses, Registrations**

Must possess a valid driver's license, CPR certification and remain insurable under the company's current auto insurance policy.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Remi Vista, Inc.  
Job Description

Job Title: In House Support Services-Level 1  
Department: Transitional Housing Plus Program (THP-PLUS)  
Reports To: THP-PLUS Social Worker  
FLSA Status: Non-Exempt  
Prepared By: HR Department  
Prepared Date: 10/31/02

#### Summary

Provides guidance and leadership in individual and group independent living relative to scholastic, educational, personal and social issues.

#### Essential Duties and Responsibilities include the following:

- Maintain weekly contact with the THP-PLUS participant.
- Work with the Social Worker in the application of the Needs and Services Plan.
- Make unannounced visits to the THP-PLUS participant's apartment.
- Assist in the training of the participant in meal preparation, nutrition evaluation, shopping, maintaining the apartment, and whatever other area of need that the individual might have.
- Monitor schoolwork and homework assignments.
- Report to the Remi Vista THP-PLUS Social Worker any problems, progress or any other information relating to the needs and services.

#### Supervisory Responsibilities

This job has no supervisory responsibilities.

#### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Must possess a high degree of ethical and moral standards. Must demonstrate knowledge in the areas of child development, independent living skills, and parenting teens. Must demonstrate the ability to recognize symptoms associated with child abuse and drug/alcohol abuse.

#### Education and/or Experience

Associate's degree (A.A.), B.A. preferred and experience working with teenagers.

#### Language Skills

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

#### Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

#### Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situation.

**Computer Skills**

To perform this job successfully, an individual should have some knowledge of Microsoft Word Word Processing software.

**Certificates, Licenses, Registrations**

Must possess current driver's license, CPR and First Aid certification and remain insurable under the company's current auto insurance policy.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
THP-PLUS Social Worker

\_\_\_\_\_  
Date

Remi Vista, Inc.  
Job Description

Job Title: In House Support Services-Level 2  
Department: Transitional Housing Plus Program (THP-PLUS)  
Reports To: THP-PLUS Social Worker  
FLSA Status: Non-Exempt  
Prepared By: HR Department  
Prepared Date: 10/31/02

#### Summary

Provides guidance and leadership in individual and group independent living relative to scholastic, educational, personal and social issues. Provides administrative support to THP-PLUS Social Worker creating and maintaining files, reports and updates regarding teenagers placed in the Remi Vista Transitional Housing Placement Program.

#### Essential Duties and Responsibilities include the following:

- Attend THP-PLUS weekly staffing meetings.
- Maintain THP-PLUS participant files. Notify THP-PLUS Social Worker of missing file items.
- Coordinate THP-PLUS participants scheduling of appointments with THP-PLUS social worker(s).
- Assist in training of new IHSS employees as directed by the THP-PLUS Social Worker/Program Director/THP-PLUS Director.
- Maintain contact with THP-PLUS apartment managers and report any incidences to the Remi Vista Social Worker.
- Coordinate move-in/move-outs with THP-PLUS Social Worker.
- Maintain weekly contact with the assigned THP-PLUS participant(s) as directed by the THP-PLUS Social Worker.
- Work with the THP-PLUS Social Worker(s) in the application of the Needs and Services Plan and assist other IHSS workers in the delivery of IHSS services.
- Make announced/unannounced visits to the THP-PLUS participant's apartment.
- Assist in the training of the THP-PLUS participant apartment planning, nutrition, shopping, maintaining the apartment, in budgeting and financial planning, employment skills, building relationships with the community and accessing community resources.
- Monitor schoolwork and homework assignments on a weekly basis.
- Maintain written contact notes, cleanliness checklists, IHSS weekly report, money tracking report, meal planning, visitor approval sheets, overnight approval sheets.
- Report to the Remi Vista Social Worker any problems, progress or any other information relating to the Needs and Services Plan.

#### Supervisory Responsibilities

This job has no supervisory responsibilities.

#### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Must possess a high degree of ethical and moral standards. Must demonstrate knowledge in the areas of child development, independent living skills, and parenting teens. Must demonstrate the ability to recognize symptoms associated with child abuse and drug/alcohol abuse.

#### Education and/or Experience

Associate's degree (A.A.), B.A. preferred and experience working with teenagers.

**Language Skills**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situation.

**Computer Skills**

To perform this job successfully, an individual should have some knowledge of Microsoft Word Word Processing software.

**Certificates, Licenses, Registrations**

Must possess current driver's license, CPR and First Aid certification and remain insurable under the company's current auto insurance policy.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



WHAT ARE YOUR FUTURE EDUCATIONAL/VOCATIONAL GOALS? \_\_\_\_\_

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WHAT ARE YOUR JOB/CAREER GOALS? \_\_\_\_\_

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### EMPLOYMENT HISTORY

Please list most current information first.

From	To	Employer Name	Position
		Address	Phone#
		City, State, Zip	Supervisor
From	To	Employer Name	Position
		Address	Phone#
		City, State, Zip	Supervisor



VOLUNTEER HISTORY AND  
COMMUNITY SERVICE

PLEASE GIVE A BRIEF DESCRIPTION OF ALL COMMUNITY SERVICE AND VOLUNTEER WORK PERFORMED: \_\_\_\_\_

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ESSAY QUESTIONS:

WHAT DO YOU KNOW ABOUT THIS PROGRAM AND, WHAT INTERESTS YOU ABOUT IT? \_\_\_\_\_

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WHAT STEPS HAVE YOU TAKEN TO PREPARE YOURSELF TO PARTICIPATE IN THE TRANSITIONAL HOUSING PROGRAM?

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IN WHAT ASPECTS OF THE INDEPENDENT LIVING SKILLS PROGRAM HAVE YOU PARTICIPATED? \_\_\_\_\_

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IN THE COMING YEAR, HOW WILL YOU PREPARE YOURSELF FOR LIFE AFTER PLACEMENT? \_\_\_\_\_

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Please list the names, address, and phone number for 3 ADULT references. You must also include a letter of reference from each reference listed.

Name

Address

Telephone #

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Appendix E

REMI VISTA TRANSITIONAL HOUSING PLUS PROGRAM  
Participant Agreement

This agreement states that I, \_\_\_\_\_, am currently between the ages of 18 and 24 years old and have been accepted for placement by the Remi Vista Transitional Housing Plus Program. Furthermore, this agreement also states that I would like to be a member of the Transitional Housing Plus Program and that I will meet all of the following conditions in order to be part of the program, and my initials acknowledge this agreement:

\_\_\_\_\_ I agree to regularly attend school and obtain a high school diploma or GED. Once I meet these goals, I agree to further my education through participation in college, trade school, or other vocational training.

\_\_\_\_\_ I agree to continue participating in ILSP, either through the county program or the Remi Vista ILSP group, until I graduate from that program.

\_\_\_\_\_ I agree to commit to the entrance requirements as stated in the Participant's Handbook and will follow through with all of those requirements to completion.

\_\_\_\_\_ I agree to actively look for, obtain, and maintain a paying job.

\_\_\_\_\_ I agree to remain clean and sober. I will take part in drug testing as necessary.

\_\_\_\_\_ I agree to actively participate in Transitional Housing Plus Program meetings with my peers.

\_\_\_\_\_ I agree to actively meet, participate, and follow the recommendations and Requirements of my Remi Vista Social Worker, IHSS and placement Worker as per program requirements.

\_\_\_\_\_ I agree to actively participate in my case planning, Needs and Services Plans, and Exit from THP-PLUS Plan.

\_\_\_\_\_ I agree to maintain contact with the Remi Vista THP-PLUS for at least 5 years after graduating from the program.

\_\_\_\_\_

Relationship with Others/Visitors:

1. I will be respectful toward others. Violent, aggressive, or annoying/harassing behavior is not allowed, nor will it be tolerated by visitors to my apartment.
2. I will attempt to resolve any and all problems with others. In the case of an unresolved conflict or disagreement between my roommate and me, I will contact my social worker or IHSS worker to mediate the conflict. I will also report any problems or disagreements to my Social Worker and IHSS Worker.
4. I will behave in a mature and polite manner with all the neighbors in the apartment complex. If I have a conflict with any neighbor, I will report the incident to the apartment manager and Remi Vista staff.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 5.

Property:

1. I realize that the apartment and household furnishings are the property of the Remi Vista THP-PLUS, and they are mine to use and care for while I am a member of the program. I realize that if I should deface, damage or destroy property, I will be responsible to pay for these damages, and may, depending on the damage, be terminated from the program.
2. I will respect the personal property of others in the program. I know that trading or borrowing of any kind is not acceptable. The THP-PLUS is not responsible for any of my lost or damaged items.
3. Upon entering the program, I will sign a household inventory of items available for my use. This inventory will be rechecked upon my completion/termination from the program, and I will be responsible for replacing any missing items which have been lost, stolen, damaged or broken.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 3.

Weapons:

1. I understand that under California law, no individual under the age of twenty-one may own or possess firearms (i.e., rifle, shotgun or handgun).

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 2.

Employment:

1. I understand that I will be required to obtain, or actively seek, part-time employment within one month of beginning the program.
2. I will actively seek to work a minimum of 10 hours per week.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 3.

Scheduling:

1. I will keep the Remi Vista Social worker informed of my schedule and will call or check in if my schedule changes, as needed or requested by my IHSS and social worker.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 2.

Visitors:

1. I realize that that my visitors must follow all the rules and regulations of the THP-PLUS and my apartment complex.
- 2.. I realize that visitors in possession of drugs and/or alcohol or under the influence of drugs or alcohol are not allowed in the apartment and any violator will be reported to law enforcement.
3. I will not allow any visitor possessing any kind of weapon to enter the apartment.
4. Runaways are not allowed in the apartment at any time.
5. I understand that any violation may cause me to be excluded from the program.

By initialing here, I acknowledge my understanding of the above numbers 1 through 9.

Education:

1. I will attend high school, college, or adult education on a regular basis.
2. The Remi Vista Social Worker and IHSS will regularly monitor my progress in school, including, but not limited to, attendance, grades, homework, and behavior.

By initialing here, I acknowledge my understanding of the above numbers 1 through 3.

Housekeeping:

1. It is my responsibility to keep my apartment clean. The apartment will be inspected by the Remi Vista Social Worker or IHSS.
2. I will NOT have pets of any kind on the premises unless the apartment allows pets. A pet deposit may be required by the apartment owner if I am given permission to have a pet.

By initialing here, I acknowledge my understanding of the above numbers 1 through 2.

Finances:

1. Upon employment, I will be encouraged, and given the opportunity, to save 50% of my net earnings in the form of savings bonds. I understand my savings bonds will be kept in the regional office in a locked file and will be accessed and controlled only by the Remi Vista FC/THP-PLUS Program Director.
2. I realize that the Remi Vista Social Worker or IHSS will not lend me money, nor will I borrow money from anyone.
3. I must be a least 18 years of age before entering into a contractual agreement such as a credit card, auto loan, rental or purchase. I will obtain appropriate financial counseling from the THP-PLUS social worker. However, any payments to Remi Vista will still use the money order system currently in place to reimburse the agency for rent, and utilities and any other reimbursements as necessary.
4. I will begin the program on a cash/money order basis. Once appropriate money management skills are attained, a checking account will be considered on an individual basis for those 18 years of age or older. Remi Vista will not co-sign for checking accounts.
5. Receipts reflecting purchases for food, clothing, entertainment and recreation will be collected and monitored by the IHSS and Remi Vista social worker for appropriation of funds.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above numbers 1 through 5.

### Termination from the Program

I understand that I may be dismissed from the program if I do any of the following:

- ❖ Fail to take part in the requirements of the program.
- ❖ Repeatedly fail to follow the program rules or agreements.
- ❖ Refuse to cooperate with program staff.
- ❖ Make threats of any nature to THP-PLUS staff or other program participants.
- ❖ Involvement in illegal activities (e.g., use of drugs, or alcohol, theft, assault, etc.).
- ❖ Fail to progress or meet goals over a four-week period of time.
- ❖ Act in such a way that my behavior is dangerous to myself/or others.
- ❖ Get evicted from the apartment.
- ❖ Break the rules of my lease/apartment complex and/or the apartment management requests my removal.
- ❖ I decide that I no longer want to be a part of the program.

\_\_\_\_\_ By initialing here, I acknowledge my understanding of the above.

In addition, I agree to obey all federal, state and local laws, and follow all rules of the apartment complex as described in the lease agreement.

THP-PLUS Member \_\_\_\_\_ Date \_\_\_\_\_

I \_\_\_\_\_, have read and understand in its entirety the above "THP-PLUS Agreement."

Remi Vista Social Worker \_\_\_\_\_

I \_\_\_\_\_, reviewed with the participant the entire "THP-PLUS Agreement."





**PLEASE COMPLETE FOR ONE PARTICIPANT FOR ONE MONTH:**

**Estimated Budget  
Transitional Housing Placement Program**

<b>Maintenance and Allowance Costs</b>		<b>Monthly Expenses</b>
	Transportation	\$70.00
	Food, Cleaning Supplies	\$225.00
	Recreation	\$75.00
	Clothing	\$60.00
	Allowance/Savings/Emancipation fund	\$100.00
	Telephone	\$30.00
	Miscellaneous	\$25.00
	<b>Subtotal:</b>	<b>\$585.00</b>
<b>Admin. and Social Work Costs</b>	Administrative Costs	\$450.00
	THPP Staff Support	\$630.00
	Staff Development	\$50.00
	Social Work *non federal eligible costs	\$355.00
	Social Work Supervision	\$150.00
	<b>Subtotal Admin and Social Work:</b>	<b>\$ 1635</b>
<b>Total</b>	<b>Maintenance plus Admin.</b>	<b>\$2220.00</b>
<b>Housing Expenses</b>	Rent	\$600
	Utilities	\$100
	<b>Subtotal</b>	<b>\$700</b>
<b>Budget:</b>	<b>Total of Maintenance, Admin. and Housing per youth per month.</b>	<b>\$2920.00</b>

## **EXHIBIT "B"**

### **HIPAA Business Associate Agreement**

This HIPAA 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").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor 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 made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; 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); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

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 Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - 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, Contractor 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 Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
    - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) 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.
  - (4) not disclose PHI disclosed to Contractor 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.
  - (5) de-identify any and all PHI of County received by Contractor 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. Contractor 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 Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
  - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
  - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
  - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor 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.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, 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.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor 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 Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor 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 Contractor 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 Contractor, or created or received by Contractor 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 Contractor, the County shall either:
  - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the Contractor 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 Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor 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 from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to 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 arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor 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 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their 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 Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor 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 Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

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 2782. Such

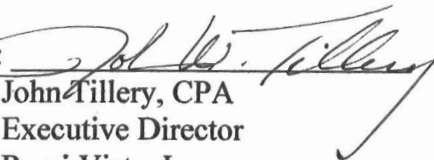
interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

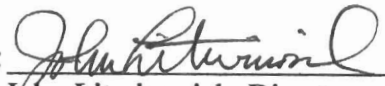
In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

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.

Dated: 2/16/07

Dated: 2/13/07

Signed:   
John Tillery, CPA  
Executive Director  
Remi Vista, Inc.

Signed:   
John Litwinovich, Director  
Human Services Department  
El Dorado County