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AGREEMENT FOR SERVICES #012-S1111

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), Redding, CA 96001 and whose Agent for Service of Process is John W. Tillery, 393 Park Marina Circle, Redding, CA 96001; (hereinafter referred to as "Contractor");

RECITALS

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

WHEREAS, the State of California, Department of Social Services has certified Contractor's THP-Plus plans in compliance with the requirements of the program as set forth in the California Welfare and Institutions Code Section 16522.1 (b) (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 Program -Plus (THP-Plus) for the Department of Human Services, Social Services Division (DHS). THP-Plus shall consist of no more than nine (9) young adults ages 18-24 (participants) who are former foster/probation youth who have emancipated from County or former foster/probation youth who reside in County, but who have emancipated from a different county and who have elected to participate in THP-Plus, as they move from dependency to self-sufficiency. THP-Plus shall provide youth with housing and supportive services while they acquire the skills necessary 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.

Contractor agrees to comply with all rules, regulations, and guidelines from the California Department of Social Services (CDSS) and DHS related to THP-Plus, including, but not limited to, modifications to existing rules, regulations, or guidelines and newly issued rules, regulations, or guidelines that may be issued during the term of this Agreement.

Additionally, Contractor shall take all actions necessary, up to and including eviction, as provided in the Transitional Housing Participant Misconduct Act (California Health and Safety Code Section 50580 et seq.) and in compliance with California landlord-tenant law (California Civil Code Section 1940 et seq.), to protect the safety of participants in the program in the event that any participant becomes abusive (as "abuse" is defined in California Health and Safety Code section 50582(a)) or to remove a former program participant from the transitional housing leased to Contractor at Contractor's sole expense.

During such removal proceedings, Contractor may continue to invoice the County for services provided to the participant who is the subject of the removal proceedings so long as the participant remains in the THP-Plus housing that is provided by Contractor. In the event of an eviction process (unlawful detainer action) against a THP-Plus participant, Contractor may continue to invoice the County for the actual period of time that the THP-Plus participant remains in the Contractor-provided THP-Plus housing for a maximum period of time not to exceed two (2) months. In the event that the CDSS modifies existing rules, regulations, or guidelines or issues new rules, regulations, or guidelines regarding payments to THP-Plus providers during removal proceedings, Contractor will comply with the currently issued rules, regulations, and guidance during the term of this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2010 through June 30, 2011.

ARTICLE III:

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within forty-five (45) days following the County's receipt and approval of itemized invoices(s) detailing services rendered. For the purpose of this

Agreement the billing rate shall be \$2,920.00 per month per participant which shall be prorated per participant for any month in which only a partial month of service was provided, based upon available funding and upon written approval from County's Independent Living Program (ILP) Manager.

Funding by County for this Agreement is subject to an allocation of funds from the State of California each fiscal year. In the event that funds are not allocated from the State of California for fiscal year 2010-2011, Contractor agrees to continue to provide the services set forth in this Agreement and assume any and all costs associated with those services.

The total amount of this Agreement shall not exceed \$315,360.00 for the one (1) year period.

ARTICLE IV

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination policies 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.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring

shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

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.

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

ARTICLE V

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VI

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

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

A. Permitted Uses and Disclosures of PII by Contractor.

- (1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:
 - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- (1) **Contractor agrees to safeguards:**
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) **Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:**
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.

- (4) **Agents and Subcontractors of Contractor.** To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach

ARTICLE VII

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

ARTICLE VIII

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

ARTICLE IX

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of

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

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

ARTICLE X

Access to Records: Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE XI

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 XII

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 XIII

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 XIV

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 XV

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's 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 XVI

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 XVII

Fingerprinting: Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement.

Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor

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

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

ARTICLE XVIII

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 XIX

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: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as the County directs with a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

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 XX

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) or any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

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 \$500,000.00 is required in the event motor vehicles are used by 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. 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.
- F. The insurance shall 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.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk

Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

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

ARTICLE XXII

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

ARTICLE XXIII

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 XXIV

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

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

ARTICLE XXV

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 shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVI

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 XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Department of Human Services Staff Services Analyst II or successor.

ARTICLE XXVIII

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 XXIX

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 XXX

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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXXI


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

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: April 7, 2010

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 4-8-2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #012-S1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/18/10

Norma Santiago
By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: *Marcie MacFarland* Date: 5/18/10
Deputy Clerk

-- CONTRACTOR --

REMI VISTA, INC.
A CALIFORNIA CORPORATION

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

Dated: 4/12/10

By: *Andrew P. [Signature]*
Corporate Secretary
President

Dated: 4/13/10



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 1st 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 1st 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

Appendix D

REMI VISTA, INC.
TRANSITIONAL HOUSING PLUS PROGRAM
APPLICATION

NAME: _____ DATE: _____
Last First MI

ADDRESS: _____
Street City State Zip

BIRTHDATE: _____ HOME PHONE: _____
Month/Date/Year

SEX: [] [] SOCIAL SECURITY #: _____
Male Female

FOSTER PARENT OR PLACEMENT NAME:

HOW LONG HAVE YOU RESIDED AT YOUR CURRENT PLACEMENT? _____

SOCIAL WORKER PROBATION OFFICER
Name: _____ Name: _____
Phone: _____ Phone: _____

IF SELECTED, WHEN WOULD YOU BE AVAILABLE TO MOVE IN?

WHAT IS YOUR EXPECTED LENGTH OF STAY?

EDUCATION

GRADE LEVEL: _____ NUMBER OF UNITS COMPLETED: _____

WHEN DO YOU EXPECT TO GRADUATE? _____

IF NECESSARY, ARE YOU WILLING TO CHANGE HIGH SCHOOLS TO BE
PART OF THIS PROGRAM? _____

WHAT ARE YOUR FUTURE EDUCATIONAL/VOCATIONAL GOALS? _____

WHAT ARE YOUR JOB/CAREER GOALS? _____

EMPLOYMENT HISTORY

Please list most current information first.

<u>From</u>	<u>To</u>	<u>Employer Name</u>	<u>Position</u>
		<u>Address</u>	<u>Phone#</u>
		<u>City, State, Zip</u>	<u>Supervisor</u>

<u>From</u>	<u>To</u>	<u>Employer Name</u>	<u>Position</u>
		<u>Address</u>	<u>Phone#</u>
		<u>City, State, Zip</u>	<u>Supervisor</u>

**VOLUNTEER HISTORY AND
COMMUNITY SERVICE**

**PLEASE GIVE A BRIEF DESCRIPTION OF ALL COMMUNITY SERVICE AND VOLUNTEER
WORK PERFORMED:** _____

ESSAY QUESTIONS:

**WHAT DO YOU KNOW ABOUT THIS PROGRAM AND, WHAT INTERESTS YOU
ABOUT IT?** _____

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

**IN WHAT ASPECTS OF THE INDEPENDENT LIVING SKILLS PROGRAM HAVE
YOU PARTICIPATED?** _____

**IN THE COMING YEAR, HOW WILL YOU PREPARE YOURSELF FOR LIFE
AFTER PLACEMENT?** _____

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**

Maintenance and Allowance Costs		Monthly Expenses
	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
	Subtotal:	\$585.00
Admin. and Social Work Costs	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
	Subtotal Admin and Social Work:	\$1635
Total	Maintenance plus Admin.	\$2220.00
Housing Expenses	Rent	\$600
	Utilities	\$100
	Subtotal	\$700
Budget:	Total of Maintenance, Admin. and Housing per youth per month.	\$2920.00