

ORIGINAL

AGREEMENT FOR SERVICES #056-S0711 AMENDMENT I

THIS AMENDMENT I to that Agreement for Services #056-S0711 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and 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, Redding, CA 96001; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to administer the Transitional Housing Placement Program (THPP) for eligible foster youth referred by the Department of Human Services in accordance with Agreement for Services #056-S0711, dated December 12, 2006, incorporated herein and made by reference a part hereof; 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, the parties hereto have mutually agreed to amend **ARTICLE II – Term, ARTICLE III – Compensation for Services, ARTICLE XI – Notice to Parties, and ARTICLE XVIII – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add, **ARTICLE XXIII – Mandated Reporter Requirements, ARTICLE XXIV – Conflict of Interest, ARTICLE XXV – Compliance with all Federal, State, and Local Laws and Regulations, ARTICLE XXVI – Access to Records, and ARTICLE XXVII - Confidentiality, and ARTICLE XXVIII - County Business License.**

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #056-S0711 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement shall be for the period beginning December 12, 2006 through December 11, 2009, and shall be considered as fully executed upon the date the final signature has been obtained.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes hereof, the billing rate for services specifically listed under ARTICLE I-Scope of Services shall be in accordance with Exhibit "B" marked "THPP/THP-Plus Estimated Cost per Month per Participant", incorporated herein and made by reference a part hereof. Payment shall not exceed the current State-approved reimbursement rate pursuant to Exhibit "C" marked California-Department of Social Services-Manual-Social Services Standards Regulations 30-904, "Transitional Housing Placement Program (THPP) Rates" incorporated herein and made by reference a part hereof. The monthly rate shall not exceed \$2,747.50/month per eligible child.

The total amount of this Agreement shall not exceed \$494,500 for the stated period.

ARTICLE XI

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
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

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: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

REMI VISTA, INC.
393 PARK MARINA CIRCLE
REDDING, CA 96001
ATTN: JOHN TILLERY, CPA, EXECUTIVE DIRECTOR

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

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

ARTICLE XVIII

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

ARTICLE XXIII

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 XXIV

Conflict of Interest: Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement.

ARTICLE XXV

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County 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 XXVI

Access to Records: The 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 the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE XXVII

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

ARTICLE XXVIII

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.

Except as herein amended, all other parts and sections of that Agreement #056-S0711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: DeAnn Osborn Dated: Nov. 17, 2008
DeAnn Osborn, Staff Service Analyst
Department of Human Services

Requesting Department Head Concurrence:

By: Doug Nowka Dated: 11/19/08
Doug Nowka, Director
Department of Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #056-S0711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors

ATTEST:

Suzanne Allen De Sanchez,
Clerk of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

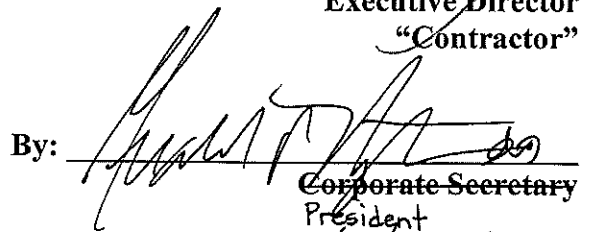
-- CONTRACTOR --

Dated: _____

REMI VISTA, INC.
A CALIFORNIA CORPORATION

By:  _____
John Tillery, CPA
Executive Director

"Contractor"

By:  _____
Corporate Secretary
President

Dated: 12/2/08

EXHIBIT C

30-902 **SOCIAL SERVICES STANDARDS**
SERVICE PROGRAM NO. 9: THPP **Regulations**

30-902 **TRANSITIONAL HOUSING PLACEMENT PROGRAM** **30-902**
(THPP) PURPOSE

- .1 The purpose of the Transitional Housing Placement Program (THPP) is to provide independent living opportunities for eligible participants to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services.

NOTE: Authority cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Section 16522, Welfare and Institutions Code and Section 1559.110(f), Health and Safety Code.

30-903 **PERSONS SERVED BY TRANSITIONAL HOUSING** **30-903**
PLACEMENT PROGRAM (THPP)

- .1 Participants of THPP are those eligible children 16 to 18 years of age (except as provided in Welfare and Institutions Code Section 11403) who are eligible for AFDC-Foster Care benefits and who meet the requirements of Welfare and Institutions Code Section 16522.2(a).

NOTE: Authority cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Sections 11403 and 16522.2(a), Welfare and Institutions Code.

30-904 **TRANSITIONAL HOUSING PLACEMENT PROGRAM** **30-904**
(THPP) RATES

- .1 Pursuant to Welfare and Institutions Code Section 11403.3(a)(1), a county whose THPP plan has been approved by the Department prior to June 30, 2001 is approved to receive the base rate approved as of that date. If a county did not have an approved THPP plan as of June 30, 2001, the base rate per participant will be \$2,100 per month. A county may elect to pay an additional amount according to the following:
- .11 The additional amount shall not cause the total rate to exceed 75 percent of the average AFDC-FC payment the county pays to group homes for foster youth 16 to 18 years of age.
 - .12 Funding of the additional amount shall be subject to the sharing ratios as specified in Welfare and Institutions Code Section 15200(c).
 - .13 The state portion of the additional amount shall be subject to the availability of the Transitional Housing for Foster Youth Fund.
 - .14 If the Transitional Housing for Foster Youth Fund is depleted, the county shall pay the state share of the additional amount.

Regulations	SOCIAL SERVICES STANDARDS SERVICE PROGRAM NO. 9: THPP	30-906 (Cont.)
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30-904	TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) RATES (Continued)	30-904
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.2 The county may pay the agency a rate less than the rate approved by the Department.

NOTE: Authority cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Sections 11403.3(a)(1) and (b), Welfare and Institutions Code.

30-905	TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) LICENSING REQUIREMENTS	30-905
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.1 All THPP agencies that have the authority and responsibility for the operation of the THPP facility for dependent foster/probation children pursuant to Health and Safety Code Section 1559.110(a) shall be licensed by the Department's Community Care Licensing Division.

NOTE: Authority cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Section 1559.110(a), Health and Safety Code.

30-906	TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) COUNTY PLANS	30-906
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.1 Counties that intend to certify THPP agencies shall:

.11 Provide CDSS with the information required to set a rate pursuant to Welfare and Institutions Code Section 11410.

.12 Develop and submit a plan to CDSS which meets the requirements of Welfare and Institutions Code Sections 16522-16522.6 including, but not limited to, the following information:

(A) Projected caseload;

(B) Modes of service delivery the county intends to use;

(C) Estimated per-participant monthly budget which will not exceed the approved county rate;

(D) A plan for providing reports including statistical, budgetary, occupancy and Transitional Independent Living Plan (TILP) data to the Department;

(E) A plan for providing oversight, evaluation, and monitoring of the programs the county certifies pursuant to Section 30-910 (Reporting Requirements);

COPY
ORIGINAL

AGREEMENT FOR SERVICES #056-S0711

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, Redding, CA 96001; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to administer the Transitional Housing Placement Program (THPP) for the Human Services Department, Social Service Division; 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 furnish services necessary to administer the Transitional Housing Placement Program (THPP) that prepares foster youth for independent living via self-sufficiency for the Human Services Department, Social Services Division. Contractor shall keep apprised of and follow all laws/regulations regarding THPP. Services shall be in accordance with Exhibit "A", marked "Transitional Housing Placement Program Plan", incorporated herein and made by reference a part hereof.

Contractor shall furnish, at no cost to County, the reports on each individual youth's progress as referred to in Exhibit "A" in writing on a quarterly basis to the youth's County social worker and to the County Independent Living Coordinator and provide any other reports as requested by County.

As stated in the California Department of Social Services Manual, Manual Letter No. SS-03-01, Section 30-911.1(s), "Any participant funds retained by the provider on behalf of the participant 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 participant when he/she leaves the program or earlier if permitted by the THP program guidelines."

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes hereof the billing rates shall be in accordance with Exhibit "B", marked "THPP/THP-Plus Estimated Cost per Month per Participant", incorporated herein and made by reference a part hereof. Payment shall not exceed the State approved rate of \$2,747.50/month per eligible child.

The total amount of this Agreement shall not exceed \$329,700.00 for the two (2) year period.

ARTICLE IV

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

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory,

to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.

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

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

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

ARTICLE V

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 VI

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 VII

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 VIII

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 IX

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

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

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

ARTICLE X

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 XI

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, SUITE A
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

REMI VISTA, INC.
393 PARK MARINA CIRCLE
REDDING, CA 96001
JOHN W. TILLERY, CPA

or to such other location as the Contractor directs.

ARTICLE XII

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

ARTICLE XIII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. 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 will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 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 the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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 the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XIV

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

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

ARTICLE XV

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 XVI

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

ARTICLE XVII

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 XVIII

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

ARTICLE XIX

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 XX

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 XXI

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

ARTICLE XXII

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

Requesting Contract Administrator/Department Head Concurrence:

By:  Dated: 9/28/06
John Litwinovich, Director
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 12/12/06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Cynthia Johnson Date: 12/12/06
Deputy Clerk

-- CONTRACTOR --

Dated: 10/4/06

REMI VISTA, INC.
A CALIFORNIA CORPORATION

By: John W. Tillery
John W. Tillery, CPA
Executive Director
"Contractor"

EXHIBIT "A"

El Dorado County Department of Human Services

Transitional Housing Placement Program Plan

**Prepared by
Kathie Green
Social Service Supervisor**

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MISSION STATEMENT

El Dorado County Human Services will prepare foster youth to live independently by providing a structured and supportive environment in semi-independent living situations that will enable them to make a positive, successful transition to self-sufficiency and independent living.

INTRODUCTION

Too often, youth placed in out-of-home care reach young adulthood, leave placement, and discover that they are ill prepared to successfully emancipate. Many of these youth never earn their high school diplomas and find life to be a continuous struggle. They find themselves out on their own without financial or emotional support, and end up homeless.

El Dorado County recognizes the need for our youth, who are leaving foster homes and group homes, to practice and acquire the skills they will need to become self-sufficient and live independently. With that goal in mind we respectfully submit this updated/revised Plan to the California Department of Social Services (CDSS) for approval.

POPULATION TO BE SERVED

Youth who meet the following criteria are eligible to participate in El Dorado County's Transitional Housing Placement Program (THPP):

- Are dependents or wards of the Juvenile Court.
- Are age 16 up to age 19.
- Reside in out-of-home placement funded through AFDC-FC.
- Actively participate in school, vocational training, and/or employment.
- Actively participate in the County's Independent Living Program (ILP), or another ILP approved by the County.

PROGRAM MODELS

El Dorado County will utilize one or more of the following THPP models:

- Participant(s) lives in an apartment/house with an adult employee of the licensee.
- Participant(s) lives independently in an apartment/house rented or leased by the licensee located in a building in which one or more adult employees of the licensee reside and provide supervision.
- Participant(s) lives independently in an apartment/house rented or leased by the licensee under the supervision of the licensee if the State Department of Social Services provides approval.

In all models THPP providers will be encouraged to do the following:

- Locate suitable housing near public transportation lines.
- Encourage and assist participating youth to seek college or other post-high-school training to better prepare for their future.
- Encourage and support youth to find part-time employment while attending school and full-time employment during the summer and after high school graduation.

RATES

The rate for THPP participants will not exceed the provisional rate established by CDSS.

SERVICE COMPONENTS OF THE PROGRAM

All El Dorado County THPP providers will include the following service components in their program:

- Coordination of ILP services with County ILP staff including assuring youth attend ILP classes. If classes conflict with the youth's work or school schedule an independent study plan will be developed and delivered on an individual basis.
- 24-hour crisis intervention and support which will include providing each youth with a 24-hour emergency telephone number.

- Program staff will be responsible to assure that residents are contacted a minimum of one time per day initially, and to make home visits at least one time per week.
- Develop a mentorship program of volunteers, preferably through the existing Court Appointed Special Advocate (CASA) program.
- Youth will receive an allowance for payment of living expenses including rent, utilities, food, etc.
- Require youth to open a savings account and save 50% of their earnings.
- Educational advocacy and support, with the goal of each youth obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program.
- Job readiness training and support including linkages to the regional One Stop Center for career exploration and securing employment.
- Teach youth how to use the public transportation system, which will be their primary mode of transportation. However, if public transportation cannot accommodate the youth's work schedule, or other essential transportation needs, the program will assist with transportation.
- Assist youth in obtaining needed counseling, therapy, and medical treatment through either public or private providers who accept Medi-Cal.
- Outcome and evaluation continuing for 2 years following graduation from the program.

REFERRAL AND SCREENING PROCESS

1. Youth may participate in the THPP only with the permission of youth's placement social worker or probation officer and the Judge of the Juvenile Court.
2. Referrals will be made to the THPP provider by the placement social worker, probation officer, or ILP coordinator.
3. All potential participants will submit an application for admission to the program. At a minimum the application will include:
 - Placement history
 - Delinquency history

- Substance abuse history
 - Work history
 - Educational needs and status
 - Behavioral health needs and status
 - Physical health needs and status
 - Family relationship needs and status
4. The application will be reviewed by the THPP provider, who will complete one or more interviews with the youth.
 5. The provider will consult with the placement social worker, probation officer, ILP staff and other service providers such as mental health, private therapists, CASA volunteers, etc. as needed, concerning the youth's strengths and needs as well as the Transitional Independent Living Plan.
 6. The provider will decide to accept or deny the application. Denials will be in writing and must include specific details supporting the provider's decision.
 7. 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.

Details of the contract shall include, but not be limited to the following:

- A. Systems for payment of ongoing expenses such as utilities, telephone, and rent.
- B. An allowance to be provided to each participant adequate to purchase food and other necessities.
- C. Apartment furnishings and a policy on disposition of the furnishings when the participant completes the program.
- D. Evaluation of the participant's progress and the process for reporting this progress to the youth's placement social worker or probation officer and ILP staff.
- E. Linkage to job training through the Workforce Investment Act partners, the regional One Stop Centers, and other appropriate employment resources.

F. Acknowledgement that the provider may not discriminate based on race, gender, sexual orientation or disability.

G. Policies regarding all of the following:

- Education requirements
- Work expectations
- Savings requirements
- Personal safety
- Visitors
- Emergencies
- Medical problems
- Disciplinary measures
- Child care
- Pregnancy
- Curfew
- Household cleanliness
- Use of utilities and telephone
- Budgeting
- Care of furnishings
- Household decorations
- Cars
- Lending or borrowing money
- Unauthorized purchases
- Dating
- Grounds for termination from the program (i.e., illegal activities, harboring runaways).

PROVIDER SELECTION

El Dorado County will select providers to participate in the THPP based upon their experience and abilities in meeting the needs of the target population. Providers must include the following elements in their program proposals:

1. Strict employment criteria regarding any employee's age, drug/alcohol history and experience working with this age group.
2. A training program to educate employees about characteristics of persons in this age group placed in long-term settings, and designed to ensure these employees can adequately supervise and counsel participants and provide them with training in independent living skills.
3. A detailed plan for monitoring the placement of persons under the provider's care.

4. A contract between the participant and the provider that specifies the requirements for each party and that both parties agree to those requirements.
5. An allowance for each participant, sufficient for purchase of food and other necessities.
6. A system for payment of utilities, telephone and rent.
7. The budget on which the rate will be based. Cost elements are to 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, food, clothing, transportation costs, allowance, etc.
8. Providers will be encouraged to include the principles of the Child Welfare League Initiative, Positive Youth Development, in their program models.

ASSESSMENT, OUTCOME AND EVALUATION

1. At least one of the following assessment instruments, as well as others approved by El Dorado County, will be administered periodically by the THPP providers to measure youth's progress in the THPP program:
 - Ansell-Casey Life Skills Assessment
 - Daniel Memorial Institute Independent Living Assessment for Life Skills
 - Community College Foundation Independent Living Skills Program Pre and Post Questionnaires
2. The following outcomes will be measured to determine individual program effectiveness:
 - Educational attainment
 - Employment
 - Avoidance of dependency
 - Homelessness
 - Parental status
 - Incarceration
 - High risk behaviors

3. THPP providers will furnish regular reports on individual youths' progress and outcomes to El Dorado County's Independent Living Program.
4. For a minimum of two years following discharge providers will complete follow-up assessments and outcome evaluations every six months utilizing the same or complimentary assessment instruments. THPP providers will offer incentives to youth to encourage their participation in post emancipation assessments and outcome evaluations. Data and reports on these assessments and evaluations will be furnished quarterly to El Dorado County's Independent Living Program.
5. El Dorado County will provide progress reports and overall program Summaries to CDSS as requested.

County	El Dorado	THPP/THP-Plus Agency Provider	Remi Vista, Inc.
County Contact	Cathy Kinzel	Agency Contact	John Tillery
County phone	(530) 642-7215	Agency phone	(530) 245-5805
County e-mail		Agency e-mail	jtillery@remivistainc.org
County Fax	(530) 295-2724	Agency Fax	(530) 245-0340

Maintenance Costs			Monthly Expenses
Youth Allowance	Transportation		\$75.00
	Food, Cleaning Supplies		250.00
	Recreation		\$85.00
	Clothing		\$80.00
	Allowance/Savings/Emancipation fund		\$150.00
	Telephone		\$50.00
	Miscellaneous		\$75.00
	Subtotal:		\$765.00
Housing Expenses	Utilities		\$150.00
	Rent		\$600.00
	Total		\$750.00
Admin. Costs	Administrative Costs		\$500.00
	THPP Staff Support		\$700.00
	Staff Development		\$50.00
Social Work	Social Work *non federal eligible costs		\$425.00
	Social Work Supervision		\$175.00
Total Youth Budget:	Maintenance, Admin. & Social Work costs		\$2,765.00
	Total		
Base Rate	*Eligible Federal costs only		\$2,100.00
Total Program Budget: (Per Youth)	*Add Maintenance, Admin. & additional amount above the base rate.		\$3,365.00

EXHIBIT "B"
 THPP/THP-Plus Estimated Cost per { } per participant

County	El Dorado	THPP/THP-Plus Agency Provider	Remi Vista, Inc.
County Contact	Cathy Kinzel	Agency Contact	John Tillery
County phone	(530) 642-7215	Agency phone	(530) 245-5805
County e-mail		Agency e-mail	jtillery@remivista.org
County Fax	(530) 295-2724	Agency Fax	(530) 245-0340

		Monthly Expenses
Maintenance Costs		
Youth Allowance	Transportation	\$75.00
	Food, Cleaning Supplies	250.00
	Recreation	\$85.00
	Clothing	\$80.00
	Allowance/Savings/Emancipation fund	\$150.00
	Telephone	\$50.00
	Miscellaneous	\$75.00
	Subtotal:	\$765.00
Housing Expenses	Utilities	\$150.00
	Rent	\$600.00
	Total	\$750.00
Admin. Costs	Administrative Costs	\$500.00
	THPP Staff Support	\$700.00
	Staff Development	\$50.00
Social Work	Social Work *non federal eligible costs	\$425.00
	Social Work Supervision	\$175.00
Total Youth Budget:	Maintenance, Admin. & Social Work costs	\$2,765.00
	Total	
Base Rate	*Eligible Federal costs only	\$2,100.00
Total Program Budget: (Per Youth)	*Add Maintenance, Admin. & additional amount above the base rate.	\$3,365.00