

# ORIGINAL

## AGREEMENT FOR SERVICES #205-S1011

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Remi Vista, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 393 Park Marina Circle, 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 administer the Transitional Housing Placement Program (THPP) for the Department of Human Services; 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 Department of Human Services. 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 and shall cover the period of December 12, 2009, through December 11, 2012.

## 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 invoice(s) identifying services rendered. For the purposes hereof the billing rates shall not exceed the State-approved rate of \$2,747.00 per month per eligible child.

The total amount of this Agreement shall not exceed \$593,352.00 for the three (3) year period.

## ARTICLE IV

**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 V

**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 VI**

**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 VII**

**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 VIII**

**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 IX**

**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.
  - (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII 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 X**

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

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

## **ARTICLE XI**

**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 XII**

**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 XIII**

**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 XIV**

**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 XV**

**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 XVI**

**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 XVII**

### **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 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  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
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.  
393 PARK MARINA CIRCLE  
REDDING, CA 96001  
ATTN; JOHN W. TILLERY, CPA

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) 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 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 \$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 XXII**

**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 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/sfillin.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**

**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 XXVI**

**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 XXVII**

**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 XXVIII**

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

#### **ARTICLE XXIX**

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

**ARTICLE XXX**

**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 XXXI**

**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 XXXII**

**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:  Dated: Oct. 21, 2009  
DeAnn Osborn, Staff Service Analyst II  
Department of Human Services

**Requesting Department Head Concurrence:**

By:  Dated: 10.20.09  
Daniel Nielson, M.P.A., Director  
Department of Human Services

/  
  
/  
  
/  
  
/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #205-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Chairman  
Board of Supervisors  
"County"

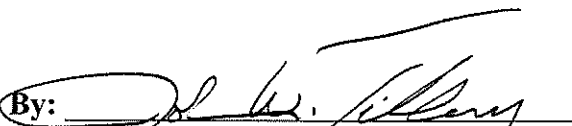
ATTEST:

Susan Allen De Sanchez  
Clerk of the Board of Supervisors


By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

REMI VISTA, INC.  
A CALIFORNIA CORPORATION

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

Dated: 10/27/09

By:   
Corporate Secretary

Dated: 10/29/09

**EXHIBIT "A"**

**El Dorado County  
Department of Human Services**

**Transitional Housing  
Placement Program  
Plan**

**Prepared by  
Kathie Green  
Social Services Supervisor  
2005  
Revised by  
Suzanne Ballen  
Social Services Supervisor  
2009**



TABLE OF CONTENTS

MISSION STATEMENT..... 3

INTRODUCTION..... 3

POPULATION TO BE SERVED..... 3

PROGRAM MODELS..... 4

RATES..... 4

SERVICE COMPONENTS OF THE PROGRAM..... 4

REFERRAL and SCREENING PROCESS ..... 5

PROVIDER SELECTION..... 7

ASSESSMENT, OUTCOME AND EVALUATION..... 8

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

EI 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 EI 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.