

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Family Care Network, Inc. with an address at 1225 Kendall Road, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Amy Krueger, Division Chief, Social Services Operations at phone number (805) 346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jim Roberts, Chief Executive Officer at phone number (805)503-6277 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Amy Krueger, Division Chief, Social Services Operations, 2125 South Centerpointe Parkway, Santa Maria, CA 93455

To CONTRACTOR: Jim Roberts, Chief Executive Officer, 1255 Kendall Road, San Luis Obispo, CA 93401

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2014 and end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the first contract term has an option to renegotiate a one (1) year renewal, without re-bidding. A renewal determination will be contingent upon Contractor's satisfactory achievement of agreed upon performance measures and availability of funding.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate for their entity, for example: OMB A-21 (Educational Institutions), OMB A-87 (State, Local or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (Commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program specific audits, and/or pass-through entity responsibilities including identifying and monitoring subrecipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

1. **For Convenience:** Contractor for any reason, prior to the expiration date of this Agreement, may terminate the Agreement upon ninety (90) days notice in writing to the County.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed

or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Care Network, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Daniel Nielson, Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Care Network, Inc,**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR:
Family Care Network, Inc

By: _____
Authorized Representative

Name: _____
Jim Roberts

Title: _____
CEO & Founder

**EXHIBIT A
EXHIBIT A
STATEMENT OF WORK**

I. PURPOSE

The purpose of this agreement is for the Contractor to provide Child Welfare Services (CWS) Transitional Housing Program-Plus (hereafter THP-Plus Program) services to emancipated foster or probation youth in Santa Barbara County.

The THP-Plus program is a certified placement opportunity for former foster care youth ages 18 and up to 24 years that provides safe, affordable housing and comprehensive supportive services for up to 24 months to assist in making a successful transition from out-of-home placements to independent living.

The County of Santa Barbara Department of Social Services (DSS) in collaboration with the contractor will provide former foster youth with housing and services designed to assist the youth in fulfilling the goals described in the youth's Transitional Independent Living Plan (TILP) to achieve successful self sufficiency. The THP-Plus program must be certified by DSS and provide former foster youth with safe, affordable housing and access to comprehensive supportive services. Additionally, the Contractor will be required to develop and maintain housing through an approved model.

The Contractor shall work with DSS to fully maximize the available funding by providing services to the maximum number of THP-Plus participants possible in Santa Barbara County.

THP-Plus Program

The THP-Plus program is grounded in four key principles which are fundamental to the program:

1. Age appropriateness: THP-Plus programs must recognize that emancipated foster youth, 18 and up to 24 years of age, are legal adults and should be subject to fewer restrictions than those who are younger.
2. Distinct from foster care: THP-Plus programs must have program rules that are distinct from those that apply to youth currently in the foster care system.
3. Greatest amount of freedom possible: THP-Plus programs must allow youth to have the greatest amount of freedom possible in order to prepare them for self-sufficiency.
4. Strong emphasis on supportive services: THP-Plus is not solely a housing program. Instead it is a supportive housing program which regularly provides youth a wide range of supportive services.

II. SCOPE OF SERVICES

The Contractor shall operate a THP-Plus program that will include the following service components:

- Meet the goals on the Transitional Independent Living Plan (TILP) by coordinating ILP services with the Santa Barbara County Department of Social Services ILP coordinator, ILP Case Manager, and other community and public partners.
- Case management
- 24-hour crisis intervention and support which shall include:
 - providing each youth with a 24-hour emergency telephone number;

- On-Call Professional;
 - Resource referral to County Mental Health Services; and
 - 24-Hour Staff Mental Health Professional.
- Individual and group therapy. Should participants have a need for counseling, therapy, or medical treatment, they will be assisted in pursuing these services through either public or private providers who accept Medi-Cal.
 - 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.
 - Encouragement to seek college or other post-high-school training. The program will actively assist in helping participants apply for college or trade school admission, and for scholarships and grants for which they may be eligible.
 - Job readiness training and support and other appropriate employment resources.
 - Services to build and support relationships with family and community.
 - Assistance to youth, at the completion of the program, in finding or maintaining affordable housing that costs no more than 30% of the youth's gross income if the housing model selected is transitional.
 - Aftercare services including support groups and referrals to community resources.
 - Emancipation Fund on behalf of the tenant, a minimum of \$200 per month.
 - Outcome and evaluation continuing for 2 years following graduation from the program.
 - A contract or MOU with the placement county and the provider that specifies the requirements and expectations of each party.

Contractor Certified Program Plan

In order to provide services and access THP-Plus funds, the Contractor must be certified by the County as outlined in Article 4 of Chapter 5 of Part 4 of Division 9 of the California Welfare and Institutions Code (Section 16522 et seq.). The Contractor's Certified THP-Plus Plan outlines specific program policies and procedures of the provision of the THP-Plus program and is set forth as Exhibit A-1.

Target Population:

Youth who meet all of the following criteria are eligible to participate in the THP-Plus Program:

- Former foster youth who emancipated from foster care from Santa Barbara County and are at least 18 years of age, but not yet 24 years of age.
- Former foster Youth who were in a court ordered foster or juvenile probation placement between the ages of 16 and 18.
- Pregnant and parenting youth are also eligible to participate.

Recruitment and Selection of Youth

The Contractor will only serve eligible program participants. THP-Plus program participants shall be at least 18 years of age and up to 24 years of age. Each program participant shall have identified and be pursuing the youth development goals approved by the County, utilizing the Supportive Transitional

Emancipation Program (STEP) TILP developed by California Department of Social Services (CDSS). Program participants will be eligible for THP Plus participation no more than 24 cumulative months.

Admission criteria for THP-Plus in Santa Barbara County shall comply with Welfare and Institutions Code Sections 16522.1 (b) (1) and 11403.2 and Article 4 of Chapter 5 of Part 4 of Division 9 of the California Welfare and Institutions Code (Section 16522 et seq.) Criteria for participation will include, but not be limited to:

- Consideration of the applicant's age;
- Previous placement history;
- Delinquency history;
- History of drug or alcohol abuse;
- Current strengths;
- Level of education
- Mental health history;
- Medical history;
- Prospects for successful participation in the program;
- Work history.

The contractor shall not discriminate based on race, gender, sexual orientation or disability or on the basis of any characteristic listed or defined in Section 11135 of the Government Code.

Program Models:

Santa Barbara County shall utilize the following THP-Plus model:

Scattered-Site Permanent Model

Participants live in housing located in multiple locations in Santa Barbara County that are owned or leased by the Contractor. In order to maximize available resources housing should primarily be located in the North County area (Santa Maria, Lompoc) although current participants housed in the South County area will need to be accommodated. THP-Plus supportive services and rental subsidies are provided for a 24-month period. The participant may continue to live in the rental unit at the conclusion of their program participation.

Referral and Screening Process

Independent Living Program (ILP) Coordinator Roles and Responsibilities

1. Referrals to THP-Plus shall be initiated by but are not limited to the ILP Coordinator, social worker, probation officer, foster care placement, community-based organization or self-referral.
2. All Referrals shall be directed to the ILP Coordinator who shall take the following actions:
 - A. Determine the youths' eligibility for the THP-Plus.
 - B. Consult with the youth concerning their current strengths and needs as they relate to the TILP.
 - C. Refer eligible youth to the THP-Plus provider best suited to meet their unique needs.
 - D. Assist youth in completing the application process required by the selected THP-Plus provider and DSS.

- E. Provide youth with opportunities, when possible and appropriate, to re-enter the program if he/she was removed from the program, to abide by the program expectations and responsibilities.

THP-Plus Contractor Roles and Responsibilities

1. Review the youth's application and references
2. Interview the youth.
3. Consult with the ILP Coordinator and staff and the placement social worker or probation officer concerning the youth's strengths and needs as well as the plan established in the Transitional Independent Living Plan.
4. In consultation with ILP Coordinator and staff decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the Contractor's decision to reject.
5. 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. Household 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 or reporting this progress to the Santa Barbara County ILP program.
- E. Linkage to job training through the Workforce Investment Act partners, the Work Resource Centers and other appropriate employment resources.
- F. Availability of educational advocacy and support and linkage to other educational resources.
- G. Acknowledgement that the provider may not discriminate based on race, gender, sexual orientation or disability or on the basis of any characteristic listed or defined in Section 11135 of the Government Code.
- H. 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)

Contractor Provided Services

Services shall be provided in accordance with Article 4 of Chapter 5 of Part 4 of Division 9 of the California Welfare and Institutions Code (Section 16522 et seq.).

Each THP-Plus program participant shall have a TILP that defines youth development goals in the areas of housing, education, employment and/or other goals related to self-sufficiency. Activities supporting the achievement of these goals may include:

1. Education;
2. Completion of application for college, vocational training program, or other educational or employment program;
3. Employment (career exploration, work readiness skills, employment experience, and job placement and retention);
4. Receipt of information regarding various employments and training services provided at the Employment Development Department, One-Stop Career Centers, and enrollment at a One-Stop Career Center;
5. Development of daily living skills (including household management, budget and financial management skills, knowledge of landlord/tenant issues, self-advocacy skills, credit issues, transitional housing placement program experience, knowledge of how to obtain vital records);
6. Knowledge of preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention);
7. Acquisition of safe and affordable housing;
8. Development of mentoring relationship with a responsible adult;
9. Personal responsibility skills;
10. Receipt of important documents, including, but not limited to:
 - a. Certified birth certificate;
 - b. Social Security Card;
 - c. Identification card and/or Driver's License;
 - d. Proof of citizenship or residency status;
 - e. Death certificate of parent(s) if applicable;
 - f. Proof of county dependency status for education aid applications, school records, immunization records, medical records, and Health and Education Passport;
11. Mental Health Counseling;
12. A driver license;
13. A bank account;
14. Completed re-application for Medi-Cal;
15. Information and completed applications for sources of financial support such as emancipation stipends, Temporary Aid to Needy Families (TANF), scholarships and grants;
16. Referral to adjunct services (i.e. mental health or drug & alcohol services).

Required THP-Plus Program Elements to be Provided by the Contractor

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 care 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. Deposit a minimum of \$200 per month in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The required deposit shall be prorated based upon partial months of participation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier if permitted by the THP-Plus program guidelines. Any monies not given to the tenant would be returned to DSS.
6. An allowance for each participant, sufficient for purchase of food and other necessities.
7. A system for payment of utilities, telephone and rent.
8. The budget on which the reimbursement shall 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.
9. The Contractor shall be encouraged to include the principles of the Child Welfare League Initiative, Positive Youth Development, in their program models and assist the participant in pursuing the goals identified in the TILP.

III. REPORTING / PERFORMANCE MEASURES

DSS shall evaluate the effectiveness of Contractors THP-Plus program using a consistent evaluation framework provided by CDSS. This framework shall include the following outcomes to determine individual program effectiveness:

- Educational attainment
- Career and employment development
- Vocational training
- Job placement and retention
- Daily living skills
- Substance abuse prevention
- Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
- Housing and household management
- Consumer and resource use
- Interpersonal/social and self-development skills
- Survival skills
- Computer/Internet skills

DSS will provide progress reports and overall program summaries to CDSS as requested.

The Contractor shall be required to work with the DSS to develop “baseline” data for each young adult participant and will be required to establish monthly progress measurements. Measurements shall include education, employment, living wage, permanency, and housing.

Contractor shall be required to:

- Furnish regular reports on individual youths’ progress and outcomes to the Santa Barbara County Department of Social Services ILP Coordinator.
- Maintain accurate client files and records to satisfy DSS reporting requirements.
- 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. THP-Plus 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 the Santa Barbara County Department of Social Services ILP Coordinator.

Contractor shall meet the following program goals:

Goal:	Measure 1:	Measure 2:
1. The THP-Plus program will assist emancipated foster youth to secure stable housing.	Annually, 75% of the THP-Plus enrolled tenants will successfully maintain their THP-Plus placement.	Annually, 75% of the participants exiting the THP-Plus Program will secure and maintain housing for at least one year.
2. The THP-Plus program will increase the employability of emancipated foster youth.	Of the THP-Plus residents not employed at time of entry, 75% will obtain employment or enter into a vocational training program or internship within six months of entering the program.	75% of THP-Plus residents will increase their income within one year of entering the transitional housing program.
3. The THP-Plus program will encourage emancipated youth to further their educational goals.	Annually, 75% of participants will be enrolled within an accredited college or 4-year educational institution or trade or technical school.	90% of participants in or exiting the program will obtain their high school diploma or equivalent.
4. The THP-Plus program will assist emancipated youth in connecting to health care services and other community based resources.	100% of THP-Plus participants will be enrolled in Medi-Cal or other private / public health insurance program.	100% will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.
5. Daily Living: The THP-Plus program will assist emancipated youth in learning life skills necessary for self-sufficiency.	<p><u>Measure 1: Budgeting</u> 90% of THP-Plus participants will develop a realistic budget for living expenses and live with-in the established budget.</p> <p><u>Measure 2: Shop/Healthy Meals</u> 90% of THP-Plus participants will be able to grocery shop for healthy meals on an established budget, utilizing additional resources as needed.</p> <p><u>Measure 3 – Transportation</u> 100% of THP-Plus participants will have transportation (i.e.: skateboard, bicycles, vehicle) and/or be able to effectively utilize public transportation.</p>	

IV. GENERAL CONTRACT PROVISIONS

1. Contractor shall obtain prior written approval from the County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this Agreement. Contractor shall return to County upon expiration or termination of this Agreement all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this Agreement.
2. Contractor Modification of Services – Contractor shall obtain the expressed written consent from the County for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within THP-Plus program criteria for Transitional Foster Youth and within the approved budget.
3. Modification of Performance Measures – County and Contractor shall evaluate the effectiveness of the performance measures established in Section III within 120 days of the effective date of this Agreement. If necessary to obtain meaningful data about services delivery, the performance measures shall be amended by mutual agreement between the Designated Representatives of this Agreement.
4. Budget Variances – Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in Exhibit B-1 of this Agreement. Reasonable and necessary changes shall be considered, but in no event shall overall budget amount be exceeded without formal amendment of the Agreement.

Effective July 1, 2014
Agreement for Services of Independent Contractor
Between
Family Care Network, Inc. (FNCI)
And
Santa Barbara County Department of Social Services (DSS)

This Exhibit A-1 to the Agreement for Services of Independent Contractor Between Family Care Network, Inc. (FNCI) and County of Santa Barbara – Contractor's Certified THP-Plus Plan is hereby attached to and made a part of the Agreement specified above. In each instance in which provisions of this exhibit either contradict or are inconsistent with the provisions of the Agreement, the provisions of this Exhibit A-1 shall prevail and govern.

FAMILY CARE NETWORK, INC
Tax ID: On File

THP-PLUS CERTIFICATION MATERIAL

Submitted to Santa Barbara County
April 2014

Certification Checklist

All THP-Plus providers must submit documentation that they are in compliance with the requirements of the program as set out in Article 4 of Chapter 5 of Part 4 of Division 9 of the California Welfare and Institutions Code (Section 16522 et seq.).

Provided below are the 36 requirements immediately followed by the adopted policies of **Family Care Network, INC.** demonstrating compliance with these requirements.

Welfare and Institutions Code

1. Eligibility
2. Non-discrimination
3. Separate property management and service provider functions
4. Participant application and selection criteria
5. Monitoring placements
6. Education requirements
7. Work requirements
8. Savings
9. Personal safety
10. Visitors
11. Emergencies
12. Medical requirements
13. Disciplinary measures
14. Child care
15. Pregnancy
16. Curfew
17. Apartment cleanliness
18. Budgeting
19. Care of furnishings
20. Cars
21. Lending or borrowing money

22. Dating
23. Ground rules for termination

TILP Requirements

24. Complete TILP goals and activities
25. TILP updates
26. Evaluate progress with TILP goals

Tenant Rights

27. Due process
28. Free from arbitrary and capricious rules
29. Right to confidentiality
30. Right to privacy
31. Participant – Provider contract

Housing Statutes

32. Fair housing
33. Housing laws and fire clearance

Employee Regulations

34. Criminal background checks
35. Employment criteria
36. Training program

Welfare and Institutions Code

Eligibility

The program serves only eligible participants (eligible participants are 18 to 24 years old, have emancipated from foster care or probation, and have completed and are pursuing the goals of a County-approved TILP). It is FCNI's policy to confirm THP+ eligibility through the County Independent Living Program. THP+ applications originate through the ILP program, thus eligibility will have been predetermined. Should an individual apply directly to FCNI, they would be directed to the ILP Coordinator. As the County's ILP Provider, this is a seamless process. Documentation maintained by the agency to confirm eligibility may include: a copy of the participant's County-approved TILP, a referral form from the County ILP verifying eligibility, and/or a letter or correspondence from a County Social Worker or Probation Officer verifying program eligibility. These documents can originate from Santa Barbara County or the participant's County of origin. All prospective applicants must be ILP eligible and involved.

Non-discrimination

The program will not discriminate on the basis of any characteristic listed or defined in Section 11135 of the Government Code WIC602 status; and youth receiving psychotropic medications will not be automatically excluded.

FCNI maintains a nondiscrimination policy with regard to client services and hiring practices. The agency does not discriminate on the basis of race, national origin, perceived gender, sexual orientation or disability. Additionally, our agency is accustomed to working with youth receiving psychotropic medications and will not automatically disqualify such a person from program participation. The primary determinant factors for program participation are the participant's willingness to participate, their commitment to successfully complete TILP goals and their ability to live safely and not negatively affect the safety, well-being and success of other program participants.

Separate property management and service provider functions

Our agency maintains a separate administration/facilities management unit. This unit is responsible for furnishing and maintaining housing units, conducting a pre-and post-occupancy walk-through, collecting rents and utilities (when applicable). Scattered sites use an on-site Facility Manager whose role is

specifically designed to maintain safe, functional housing units, and ensure residents are properly maintaining assigned property. This individual will communicate to the Program Supervisor or direct services staff any issues concerning participant misconduct or property mismanagement, and to our administration to schedule repairs and/or maintenance. Direct care staff will also be responsible to communicate to Administration when they are aware of property management issues. Individual, scattered-site housing units are inspected monthly, and agency facility maintenance employees are available 24/7 to respond to facility emergencies.

Participant application and selection criteria

The FCNI THP+ application process is as follows:

- Referrals may be received from a variety of sources, including: the County ILP, placement agencies, homeless shelters, ADMHS, Foster Youth Services, colleges, universities or public schools, or be self-referred. Applicants who are not directly referred from the ILP Program will be redirected to ILP for an eligibility determination.
- All interested parties receive an application to complete. Assistance in completing the application is provided when requested. A Spanish version is also available.
- Once an application has been received, eligibility is confirmed by County ILP. Once an applicant is deemed eligible, an interview is scheduled at a convenient time for the applicant.
- A screening interview is conducted by the program staff, preferably including a County ILP staff person and a current or former program participant.
- Participants are screened based on the following criteria: Consideration of the applicant's age; Previous placement history; Delinquency history; History of drug or alcohol abuse; Current strengths; Level of education; Mental health history; Medical history; Prospects for successful participation in the program; and work history.
- It is agency policy not to be exclusionary in selecting candidates for its housing programs. As previously stated, the primary determination factors for program participation are the participant's willingness to participate, their commitment to successfully complete TILP goals and their ability to live safely and not negatively affect the safety, well-being and success of other program participants. Additionally, acceptance into the program will also be contingent on available living units.
- Once an applicant has successfully completed the application-screening process, they are assigned a living unit, assigned to a Youth Development Specialists and assisted with their move into the housing unit.
- All successful placements are communicated to the County ILP.

Monitoring placements

FCNI monitors THP+ placements from several perspectives:

- Each participant is assigned a Social Worker/Case Manager to assist participants in developing their TILP, monitor plan progress. They are in contact with THP+ participants at least weekly.
- Participants are also assigned a Rehabilitation Specialist (RS) (formerly titled Youth Development Specialist) who will work one-on-one with them towards the completion of their TILP goals. The RS is in contact with participants, generally 2 to 4 times per week depending on needs, at times/days which are best suited for the participant. Case Managers and RS are available 24/7 to respond to emergencies.
- There is a Program Supervisor who monitors the overall operation of the program, debriefs on case progress/issues and serves as a liaison between the County ILP and other community-based services.
- FCNI housing units are usually staffed with an on-site Facility Manager or RA who also monitors participant conduct, care of facilities, program rule compliance and interpersonal relationships.
- Another key program component is the use of self and peer monitoring. This includes regularly scheduled facility meetings, a schedule for residents to police the grounds and property and a positive peer culture environment. FCNI endeavors to gain participants' buy-in, a sense of ownership and pride within its transitional housing programs.

Education requirements

It is FCNI's policy that program participants routinely involve themselves in activities designed to promote long-term employability, fiscal stability and permanence. This is accomplished by assisting participants in furthering their education process and through the following:

- When applicable, participants are assisted in enrollment in a program to complete high school or the equivalency, (i.e. adult education, community college, etc.). Participants who are eligible to continue attending high school will be encouraged do so.
- When applicable, FCNI works with Foster Youth Services on educational planning and support.
- Program participants are encouraged and assisted with enrollment in higher education programs and/or vocational training and education programs.
 - FCNI has developed working relationships with Santa Barbara and Allan Hancock Community Colleges in order to involve as many participants into their programs as if possible.
 - FCNI routinely uses successful community members to interact with THP+ clients and encourage them toward continuing their education; especially those who are former foster youth.
- Recruit and assign tutors or mentors whenever possible to encourage educational pursuits.
- RS duties include working with participants to accomplish educational/vocational goals established in the youth's TILP

Work requirements

The FCNI THP+ program requires participants to actively seek and maintain employment, unless they are engaged full time in an educational or vocational training program. To promote success in the workplace FCNI provides the following:

- RS provide skill building to enhance employability, i.e., completing job applications, applying and interviewing, employee-employer relationships, maintaining a job, peer relationships with other employees, et cetera.
- Linking participants with JTPA-WIA services and programs, including one-stop career centers
- Creating links with potential employers and work opportunities, including job shadowing or internships.
- Linking participants with other job skill development opportunities (i.e. vocational trade schools, union trade schools, community college programs, on-the-job training opportunities, et cetera).
- Through the FCNI Community Resources Development Department, we seek business that will commit to hiring agency clients and/or with provide job shadowing experiences.

Savings

Promoting participant savings and developing fiscal responsibility is a key lifeskill goal FCNI staff focus on with each THP+ client. To enhance this goal, the agency will:

- Set aside \$200 per month per participant in an interest-bearing emancipation fund, payable to the participant when they leave the program.
- Provide a savings match, up to \$100 per month per participant, payable to the participant upon program exit. (Participant's personal bank statement is required to verify eligibility for this savings match.)
- All participants are offered individual and/or group instruction on managing money and budgeting. FCNI has a financial management component to its lifeskills development curriculum.
- All participants are encouraged to save a minimum of 35% of net earnings.

Personal safety

It is FCNI's policy to preserve and maintain the health and safety of all program participants. In order to accomplish this, the agency:

- Maintains the facility at all times in a clean and safe condition.
- Provides each resident a living unit which offers personal privacy and security
- Maintains policy and procedures, which protect and preserve participant's personal rights, health and safety and encourage respect amongst facility residence. This includes prohibiting a behavior that infringes on the rights of others and any form of physical, sexual, emotional or verbal abuse.

- Prepares a "Safety Plan" for every program participant to ensure the personal safety of the client and other participants.
- Maintains personnel sufficient to monitor resident interactions, and provide immediate intervention and/or mediation.
- Provides access to 24/7 crisis assistance.
- Precludes participants from possessing a weapon at their assigned living unit.

Visitors

Having visitors and guests is part of normal daily living and is encouraged by the agency. The agency policy for visitors is as follows:

- Visitors and guests are welcome if there is no reasonable objection from other residents.
- Visitors are generally allowed between the hours of 8:00am–12:00am, but these times can be modified on a case-by case basis with the consent of FCNI staff or with the agreement of the other residents.
- No overnight visitors are allowed.
- There may be an exception to this policy via a request to and approval of the agency's Transitional Housing Manager. Exceptions may include: Siblings, Family members or other relatives, Close friends if appropriate
- Exception requests will also take into consideration: space availability, gender, compatibility with other residents and when appropriate, input from other residents.
- No individual shall be allowed to reside at the facility who is not an accepted program participant.

Emergencies

FCNI maintains clear emergency procedures and policies. In brief:

- FCNI uses Facility Managers who are usually available on-site to handle emergency situations.
- There is 24/7 supervisory/management support available for scattered site facilities.
- Residents are instructed in emergency procedures, the living units have clearly marked emergency evacuation plans and emergency phone numbers posted.
- FCNI requires transitional housing participants to complete a First Aid/CPR course which will be provided by the agency at no cost. This training is also provided in the Spanish language.
- First aid kits will be readily available at all living unit sites, and participants are trained how to use them.
- It is FCNI policy to establish excellent working relationships with local law enforcement and emergency response providers to ensure that they understand the nature and scope of the program being operated and feel that they are welcome as a community partner.

Medical requirements

In addition to the emergency medical policies stated above, as part of lifeskill domain development FCNI instructs participants on how to receive and maintain appropriate health care coverage. Each participant's RS provide specific instruction and assistance in this regard. Other policy issues relating to medical management are:

- All participants have access to medical services when needed. These services are provided by a medical professional, by an appropriately licensed clinic, adult day health center that may offer services off-site, or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- Participants with prescribed medications (including psychotropic) are assisted with and advised on the proper use, storage and management of these medications. This consist of:
 - Proper storage, i.e. medications which need to refrigerated
 - Medication security, including using a locked box (provided) and keeping rooms locked
 - Proper usage including the Importance of not missing doses and not giving meds to others.
 - Refill procedures, et cetera
- Participants with special medical conditions or those who are non-ambulatory may be considered for placement so long as medical support services are available and their condition will not adversely affect other residents.
- Participants requiring transportation to medical appointments or services will be assisted by their assigned RS in securing appropriate transportation.

Disciplinary measures

FCNI strives to maintain transitional housing facilities which are safe, nurturing and which protect the personal rights of all participants. In doing so, the agency maintains a clearly defined, strength-based, solution-focused "disciplinary policy" which we prefer to reframe as "choices and consequences." Our policy and approach is as follows:

- Every participant is provided a clear statement of program expectations, rules and requirements, and is required to sign a Participant Agreement upon entry into the program.
 - Program expectations are posted within each living unit and are given to all participants as well.
 - It is the agency's practice to encourage residents in multiple-participant scattered sites to create their own set of expectations and rules.
- Unless a participant's misconduct is of a very serious nature requiring law enforcement intervention or immediate removal, it is the agency's policy to develop solutions and interventions whenever possible, designed to preserve the participant in the program.
 - When misconduct occurs, the agency will immediately address the issue with the participant, preferably along with ILP staff and other community supports or individuals that s/he has identified to be on their Transitional Living Team. The purpose of this meeting will be to allow the participant to fully understand the nature of the misconduct and be provided the opportunity to implement a plan of correction. Several incidents may occur before stricter discipline is imposed, including a "probationary period." Disciplinary measures can include: 1) a written warning, 2) restitution, 3) community work services, 4) a time limited probationary period
 - If misconduct or negative behavior persists the participant may be asked to voluntarily terminate participation in the program, but the agency reserved the right to give the participant a 30 day notice, terminating them from the program.
 - If a participant's conduct is of such a nature so as to threaten the person or property or themselves or others, FCNI will initiate an immediate action to remove them from the facility. This action would be pursuant to the requirements of the California Transitional Housing Misconduct Act.
- When it becomes necessary to remove a participant from the program due to misconduct or negative behavior, FCNI will fully comply with the California landlord-tenant law and/or the Transitional Housing Misconduct Act.
 - All participants are required to fully comply with the requirements of the Transitional Housing Misconduct Act (Health and Safety Code §50580 et seq.) and sign a **Restatement of the Transitional Housing Misconduct Act Form** included in the Participant Agreement.

Whenever corrective, solution-focused action is required, it is the agency's policy to include as many of the participant's community supports and significant others in the process that the participant allows, in order to develop the best solutions and outcomes for the participant.

Child care

Securing childcare is considered an important critical life domain and lifeskill for a parenting youth to learn. As part of our routine life skill development program, each youth who has need of child care will be instructed in all of the options available to them, and guided in developing a personal plan for meeting this need. Onsite childcare at a scattered site may be an option, depending on the specific circumstances and under the premise that a child's health and safety would not be compromised in any way.

Pregnancy

FCNI has worked with many pregnant or parenting youth in its transitional housing programs. The agency will not preclude a pregnant or parenting youth from participating in the THP+ program, unless there is a health and safety need which cannot be adequately met. Whenever a pregnant youth chooses to go full-term with her pregnancy, their FCNI RS will assist the pregnant youth in developing a plan to secure all the services she needs to ensure a healthy pregnancy and childbirth. It is the agency's policy to assist pregnant clients in the discovery of all available community resources and services and to help her established a community support system. If the pregnant youth determines to keep her child, she will be assisted in developing a plan to that end. If the pregnant youth decides to adopt out her child, FCNI will connect her with the appropriate

agencies to facilitate this decision. Due to the number of pregnant/parenting youth participating in agency transitional housing programs, the agency provides a regular, ongoing support and education groups.

Curfew

As voluntary adult participants, FCNI does not maintain a curfew time concerning participants coming and going from their assigned living unit. The following are some program expectations and basic courtesies that will guide participant conduct:

- Participants are expected to enter and exit the housing units at reasonable hours, except as may be required for employment. When a participant enters or leaves the facility between 12 a.m. and 6 a.m., and they are expected to be quiet and not disturb other program residents.
- Participants are expected not to have visitors or guest before 8 a.m. in the morning nor after 12 am in the evening.
- Participants are expected to curtail excessive noise, (i.e., stereos, TV, vacuum cleaners, loud conversation), between 11 pm and 8 am.
- Participants are expected to notify FCNI staff if they plan on being away from their assigned living unit overnight or for any extended length of time.

Apartment cleanliness

Participants shall keep their assigned living unit and property in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises.

- Each participant is responsible for maintaining his or her household area at an acceptable level, and performing routine household chores, i.e. vacuuming, dusting, washing dishes, cleaning bathrooms, et cetera. Each participant is provided a Household Maintenance checklist to follow and is provided lifeskill training in this regard.
- In households of two or more participants, duties are shared with specific requirements for each participant posted.
- Participants are expected to allow FCNI staff to periodically inspect living units to conduct routine maintenance, and observe sanitation and safety conditions.

Concerning participants' maintenance of his/her living unit:

- Participants are required to report immediately any accident, injury, damage, loss, or need of services or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures or any property or equipment on the dwelling, and all breakage, damage, or loss of any kind.
- Participants shall accept full responsibility for any loss or damage resulting from overflow of water from sinks, bathtubs, toilets or other basin in or about the dwelling resulting from his/her carelessness or improper care.
- If damage to an assigned living unit (other than normal wear and tear) is caused by actions or neglect by the participant or a participant's guest(s); the participant is required to reimburse FCNI the cost of repairing the damage.

Budgeting

Financial Management is one of the seven life domain instruction units within the FCNI lifeskills training curriculum. Budgeting is one component of developing this lifeskill. Each participant's RS will offer financial management instruction. Some topics of this curriculum include:

- Developing a reasonable personal budget, beginning with a weekly budget and progressing to a monthly budget.
- Guidance on savings, fiscal prudence and responsibilities.
- Instruction in making purchases for necessities versus luxuries.
- Instruction on paying bills, balancing a checkbook and living within a budget.
- Loans, credit cards, long-term debt and credit rating, et cetera.

FCNI created a monthly budget form that each participant is required to fill out. It is filled out twice a month, once at the beginning as an estimated receiving/spending amount and that the end of the month for an actual receiving/spending amount.

Care of furnishings

Each participant is provided a furnished living unit in excellent condition. It is the responsibility of each participant to maintain assigned property in good repair and in an acceptable sanitary condition. Specific policy issues concerning the care of furnishings are:

- Participants sign a property form at the time of occupancy, delineating each property item provided and its basic condition.
- Participants are expected to report any damage to assigned property.
- Participants are expected to maintain any commonly used furnishings or property in the housing unit, i.e. TV, couches, recreational equipment, et cetera.
- Participants are allowed to use their own personal property at any time, in lieu of the assigned property. Participant personal property is always inventoried as well.
- Participants are responsible for any repair or replacement of any furnishings or property they are responsible for damaging. FCNI reserves the right to withhold any set-aside funds of the participant to cover the cost of damages or repairs.

Cars

FCNI transitional housing participants are allowed to use personal vehicles under the following conditions:

- They possess a valid California driver's license
- They provide proof of insurance
- They assume all responsibility for parking/garaging the vehicle

Lending or borrowing money

At no time will FCNI loan funds to a program participant. It is also FCNI's policy to discourage the lending and borrowing of money between program participants.

- Under the FCNI Lifeskill – Financial Management curriculum, a participant is instructed in the pros and cons of taking out loans and using credit cards, in addition to how compounded interest works, the importance of credit scores and other related issues concerning the borrowing of money.
- Participants are instructed to keep personal financial affairs confidential and private.

Dating

Transitional Housing Program participants are not precluded from dating and carrying on normal social relationships and interactions. As part of the FCNI lifeskill development curriculum, participants are offered training in developing and maintaining healthy and safe relationships.

Ground rules for termination

As stated above, FCNI makes every effort to preserve the placement of a client in the program. This effort includes providing each participant clear expectations, responsibilities and requirements set forth in a signed Participant Agreement. Participants may be terminated from the program as follows:

- The Participant voluntarily terminates his/her participation.
- The Participant persistently refuses to comply with program rules, responsibilities and expectations, and fails to respond to solution focused interventions.
- The Participant presents a threat to the health, safety and welfare of themselves and/or others, including program staff and other residents.
- The Participant violates the rights of another program participant including any form of physical, sexual, emotional or verbal abuse.
- The Participant's conduct is of such a nature to cause an action under the **Transitional Housing Misconduct Act** (Health and Safety Code §50580 et seq.)

TILP Requirements

Complete TILP goals and activities

One of the conditions for acceptance into the FCNI THP+ Program is that the participant is willing to successfully pursue and complete their personally developed TILP. FCNI will support this process as follows:

- FCNI coordinates all activities with ILP and works collaboratively towards the completion of the participant's plan.

- A FCNI RS will assist each participant in the completion of an Ansell-Casey Lifeskills Assessment instrument. This lifeskills assessment is used to develop goals and activities necessary for gaining the skills to become self-sufficient and independent.
- FCNI has developed and utilizes an in-depth Lifeskills Development Workbook which provides specific curriculum and activities in seven life domains to help youth learn self-sufficiency skills. These life domain areas include:
 - Planning & Organization
 - Educational Advancement
 - Employment & Career
 - Community Supports
 - Personal Living
 - Finances & Savings
 - Health & Safety
- Each participant is assigned a RS to guide them through the lifeskill development activities identified in their Ansell-Casey life skill assessment.
- RS contact, instruction, support and monitoring is generally provided two to three times per week, or more if needed. As a participant gains competencies, RS involvement diminishes.
- When a participant completes a particular lifeskill component, FCNI issues them a certificate of competency. It is also agency policy to provide a reward for these positive achievements.
- Another very important component of the FCNI Transitional Housing Program is to assist each participant in the development of a Transitional Living Team. This team is comprised of individuals whom the participant chooses to serve as a community support network. This team can include peers, significant others, family members, employers, ILP staff, close friend(s), professional agency representatives in addition to FCNI staff. Transitional Living Team meetings are facilitated by the participant's RS. This team serves not only to support and encourage the participant, but also to provide accountability.
 - Related to the Transitional Living Team (TLT), and equally important, participants are offered the opportunity to have a mentor. Mentors can participate on the TLT but, more importantly, can serve as a positive role model and another advocate for personal success and a goal completion. It has been the FCNI experience that TAYs matched with a mentor are much more likely to complete TILP goals and make a successful transition to independent living.

TILP updates

It is the primary role of the participant's FCNI Case Manager and RS to monitor the progress of each participant toward the completion of his/her TILP. As stated above, each participant is assisted in completing specific TILP goals and activities through one-on-one weekly interaction, support and guidance. Because of this interactive, close client monitoring, YDS chart participant progress towards and completion of TILP goals and modifies the TILP accordingly. This also includes newly identified domains where the client needs to improve their competencies. Thus, the TILP becomes a dynamic, every changing document. It is the agency's policy for a Case Manager or RS to complete a brief progress summary quarterly for each participant they are assigned, and provide a copy of this summary to ILP. Every six months, the youth is encouraged to once again complete the Ansell-Casey Lifeskill Assessment instrument, as a means of documenting his/her progress, and identify areas requiring continued skill building.

Evaluate progress with TILP goals

As stated above, each participant is assisted in completing specific TILP goals and activities through one-on-one weekly Case Manager & RS interaction, support and guidance. It is agency policy for a Case Manager or RS to complete a brief progress summary quarterly for each participant they are assigned, and provide a copy of this to ILP. Every six months, the youth is encouraged to once again complete the Ansell-Casey Life-skill Assessment instrument, as a means of documenting his/her progress, and identify areas requiring continued skill building. It is the agency's practice to provide this information to ILP program staff to ensure their careful coordination on plan progress and update.

Tenant Rights

Due process

FCNI is fully compliant with California Landlord-Tenant and Transitional Housing Misconduct Act law, and respects the due process rights of youth participating in our transitional housing program as follows:

- Participants are informed, verbally and in writing, of their personal rights in the THP+ program.
- Participants are provided, verbally and in writing, very clear expectations, rules, procedures and expectations as a participant in the program. This information is communicated to each participant in the THP+ Participant Agreement.
- FCNI maintains a clearly defined "Grievance Policy" which is explained to each participant and is also included in the Participant Agreement.
- FCNI maintains a strength-based, solution-focused discipline policy, and makes every effort to promote participant's successful program completion.
- It is FCNI policy to employ a team-based process to ensure a participant is well represented in the decision-making process for discontinuation of services.
- FCNI will assure that participants are afforded their due process rights under this law.

Free from arbitrary and capricious rules

As previously stated, all participants are provided, verbally and in writing, very clear expectations, rules, procedures and expectations as a participant in the program. This information is communicated to each participant in the THP+FC Participant Agreement and rental agreement, which is thoroughly explained to each participant upon entry into the program.

- The right to be free from arbitrary or capricious rules.
- The right to understand all rules in writing and in appropriate languages and formats.
- The right to appeal any loss of benefits before they are suspended, unless imminent physical harm to someone would result.
- The right to a grievance procedure.
- The right to confidentiality, which applies to dissemination, storage, retrieval and acquisition of identifiable information.
- The right to privacy.
- The greatest amount of freedom possible in order to prepare them for self-sufficiency.
- Access to medical services, if needed. These services shall be provided by a medical professional or an appropriately licensed clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- A choice regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the THP+ TILP are being met.
- Funds retained by the provider on behalf of the participant. These funds shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when s/he leaves the program or earlier if permitted by the THP+ program guidelines.
- Additionally, each participant will be informed in writing of his/her rights and responsibilities under the Transitional Housing Misconduct Act.

Right to confidentiality

FCNI maintains strict agency policy and procedure concerning client confidentiality. FCNI has been a state CCL licensed FFA for over 26 years, a state certified Medi-Cal mental health services provider site for over ten years and has never been cited for any kind of confidentiality related issue. The organization maintains double locked client and personnel files and an information management system which utilizes the highest levels of electronic/network security. Finally, all FCNI staff, paid and volunteer, receive extensive training regarding client confidentiality and are required to sign an agency Oath of Confidentiality. Any staff found in violation of confidentiality rules is subject to immediate termination.

Right to privacy

FCNI Transitional Housing Program participants are guaranteed the right to privacy and FCNI is fully HIPAA compliant. The agency will not disseminate, distribute or verbally communicate any information regarding a client without their express written permission. Items specific to THP+ include:

- All personal information
- Plans, assessments, progress notes, case notes, et cetera
- Personal property inventories
- Information related to disciplinary actions, except where it is provided under the California Landlord-Tenant and Transitional Housing Misconduct Act law

Participant – Provider contract (In addition, provide an example of the contract)

FCNI utilizes a Transitional Housing Participant Agreement for its TAY-based Transitional Housing programs. **Our Participant Agreement and Rental Agreement are provided in the attachments.**

Housing statutes

Fair housing

FCNI has been a transitional housing provider for over 15 years and, as such, is very familiar with the provisions of the above cited law, both as a renter and landlord. FCNI currently owns six apartment complexes used exclusive for TAY transitional housing and routinely rents/lease 14-16 other units. On only one occasion have we initiated the landlord-tenant law to remove a tenant, which consequently had a positive outcome. As required by law, we employ the legal services of Neal Tardiff to assist us in these matters.

Housing laws and fire clearance

All FCNI transitional housing units meet state housing laws and fire clearance requirements for this program. Whenever a participant is non ambulatory, a written fire clearance is secured prior to placement in the unit. Additionally, each unit is thoroughly inspected prior to a placement and certified that it fully complies with health and safety requirements. Each living unit is then inspected monthly by FCNI THP+ staff to ensure continued health and safety compliance

Employee Regulations

Criminal background checks

Under FCNI hiring policy, all employees are subject to a rigorous hiring process including the following pre-employment background clearances:

- Fingerprint check and clearance – California & FBI
- Child Abuse Index Check (LIC198)
- Office of Inspector General (OIG) List of Excluded Providers
- MediCal List of Excluded Providers
- Driving record & proof of insurance
- Physical examination
 - Drug test
 - Reference checks
 - Employment verifications
 - MediCal Excluded Providers list

Employment criteria

FCNI adheres to very strict employment criteria, including consideration of employee's educational attainment, professional licensure, age, drug or alcohol history, personal references and experience working with persons in this age group. As a state licensed foster care provider (FFA & THPP), a state certified Medi-Cal provider, and under our accreditation requirements, FCNI adheres to the highest standard of vetting potential employees. Positions/staff assigned to THP+ are:

Chief Operations Officer: Jon Nibbio, MFT - has served in his current capacity for 12 years; served as probation Division Manager for ten years and has worked as a program supervisor in a mental health hospital for youth and as a county social worker. He has extensive experience working with (Transitional Age Youth) TAY and currently co-chairs the Children's Committee of the State Mental Health Policy Council, and chairs the Council's TAY subcommittee as well. Mr. Nibbio oversees the overall operations and fidelity of the agency's TAY – Transitional Housing Programs. *Please see attached resume and job description.*

Transitional Youth Services Manager: Beverly Collier has been the FCNI Transitional Housing Services Manager for 3 years & has worked 10 years for FCNI. In this position she manages the THPP, THP+, ILP, THP+FC and TAY—MHPA Housing programs and staff. Beverly had previously been a Child Welfare Social Worker & Supervisor for San Luis Obispo County since 1998 in various programs such as WRAP, WRAP Foster Care, Family Reunification and Emergency Response. She also orchestrated the Family to Family and implementation of Team Decision-Making in SLO County. She is a licensed therapist has extensive experience as a certified mediator. *Please see attached resume and job description.*

THP+ Program Supervisor (10%): Shannon Bell is the current **Program Supervisor** for the FCNI THP+ Program, having served in that position since the program began in 2007. **Qualifications:** Ms. Bell has worked in the human services field since 1995 in a variety of positions and responsibilities. She worked for four years as the Program Manager for the Jessie Hopkins Hinchee Foundation residential care facility; two years as the Program Administrator for the Cornerstone House of Santa Barbara; and eight years as the Program Director for the Sojourn residential facility in Goleta. She is very familiar with TAY, and well versed and trained in lifeskill development and facility management. *Please see attached resume and job description.*

Transitional Housing Program Coordinator (100%): Elise Steinberg is our current full-time **THP+ Coordinator/Case Manager**. **Qualifications:** *Please see attached resume and job description.*

Rehabilitation Specialist (100%): RS are assigned 100% to this program for one for every 4-5 participants. **Qualifications:** RS have a minimum of a Bachelor's degree in a human services related discipline and one year of experience working with children/youth. They are specifically trained as behavioral specialist (TBS level) and in TAY development. We currently have seven full-time RS assigned to our Santa Barbara transitional housing programs and another 6-10 qualified employees who live in Santa Barbara County to draw from. *Please see attached job description.*

- **Facility Manager/Residential Advisor (100%):** FCNI housing units are usually staffed with an on-site Facility Manager or RA who also monitors participant conduct, care of facilities, program rule compliance and interpersonal relationships. **Qualifications:** FCNI usually hires individuals who are in college and have an interest in the human services field. *Please see attached job description.*

Training program

The organization has a very well-established staff development program for all employees, foster parents, interns, mentors and volunteers. FCNI specializes in working with high-needs, at-risk and behaviorally challenging children and youth. Consequently, skilled staffing is essential. New direct services employees receive 80 hours of training before having direct client contact and 24 to 40 hours of training annually. Staff members working with TAY are specifically trained, including: developmental characteristics and TAY specific needs, life skill assessment/planning, lifeskill development, cultural training, motivation and behavioral management and developing community supports. Employees receive weekly supervision with qualified supervisors. FCNI provides ongoing training opportunities through: in-house workshops; "Essential Learning" web-based training; multimedia; and cross-agency and outside workshops. Training activity occurs weekly within the agency

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **248,400**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Line Item Budget). Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the charges along with adequate documentation. Each claiming period shall consist of one calendar month, Contractor invoice estimates for June fiscal year end are due no later than June 12th. Actual final Contractor invoices for the month of June are due on or before July 31st.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- G. Budget Variances: Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- H. Monitoring/Audit Exceptions and Disallowed Costs: Contractor will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Contractor shall be liable for and shall repay, to the County, all amounts recouped as a result of audit exceptions or disallowances of claimed costs. Such repayment will be from funds other than those received under this agreement.

**EXHIBIT B-1
Line Item Budget
THP-PLUS PROGRAM**

Name of Applicant Agency: **FAMILY CARE NETWORK, INC.**

Term Beginning: **JULY 1, 2014**

Term Ending: **JUNE 30, 2015**

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Program Manager	0.10	\$ 16,500.00
Program Supervisor	0.10	\$ 5,200.00
Program Coordinator/Case Management	1.00	\$ 36,830.00
Rehabilitation Specialist	1.00	\$ 33,270.00
Administrative Positions	0.20	\$ 5,760.00
Sub-Total Salaries:		\$ 97,560.00

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit		Budget for Contract Term
Direct Service Staff		\$ -
Health	9.00%	\$ 8,262.00
Worker's Compensation	1.50%	\$ 1,377.00
403(b) Contribution	1.50%	\$ 1,377.00
Payroll Taxes	8.00%	\$ 7,344.00
Administrative Staff		\$ -
Health	9.00%	\$ 518.40
Worker's Compensation	1.50%	\$ 86.40
403(b) Contribution	1.50%	\$ 86.40
Payroll Taxes	8.00%	\$ 460.80
Sub-Total Employee Benefits		\$ 19,512.00
Percentage Benefits		20.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS		\$ 117,072.00

**EXHIBIT B-1
Line Item Budget
THP-PLUS PROGRAM**

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ 576.00
Sub-Total Services	\$ 576.00

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 1,872.00
Program Expense*	
Housing (2 SM/Lompoc \$800, 4 Gray St \$500)	\$ 43,200.00
Permanency (Emancipation)	\$200/mo/client \$ 14,400.00
Safety and Well Being (groceries/transportation)	\$175/mo/client \$ 12,600.00
Other Approved Youth Categories (savings match)	up to \$100/mo \$ 5,400.00
Telephone*	\$ 2,880.00
Mileage*	\$ 7,200.00
Other*	\$ -
Sub-Total Supplies	\$ 87,552.00
TOTAL SERVICES AND SUPPLIES	\$ 88,128.00

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 7,200.00
Equipment Lease/Rental*	\$ 4,320.00
Furnishings*	\$ -
Maintenance	\$ 3,600.00
Utilities	\$ 4,320.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ -
Other*	\$ 23,760.00
Total Operating Expenses	\$ 43,200.00
GRAND TOTAL LINE ITEM BUDGET	\$ 248,400.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 248,400.00

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.