

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. having its principal place of business at 222 Carmen Lane, Santa Maria CA 93458 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Deborah Hartman at phone number (805)696-8953 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Molly Marino at phone number (805) 681 4588 is the facility representative of COUNTY and should be contacted regarding facility revolving work orders. Vincent Giordano, Regional Director at phone number (805)349-9600 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Deborah Hartman, Department of Social Services, Division Chief, 234 Camino del Remedio, Santa Barbara, CA 93110

To CONTRACTOR: Vincent Giordano, Family Care Network, Inc., Regional Director, 222 Carmen Lane, Santa Maria, CA 93458

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 November 1, 2007 and end performance upon completion, but no later than October 31, 2008 unless otherwise directed by COUNTY or unless earlier terminated. The County at the end of the original contract term has the option to negotiate a renewal without re-bidding, for a period not to exceed two years.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein, including entering into a lease agreement with CONTRACTOR as set forth in Exhibit A, Section D.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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 accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

30. **NONAPPROPRIATION CLAUSE.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

31. **BUSINESS ASSOCIATE.** The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

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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.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec TaxID Number: 77-0159090

APPROVED AS TO FORM:
STEPHEN SHANE STARK
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

EXHIBIT A

STATEMENT OF WORK THP-Plus Program

Contractor will provide services pursuant to the County Transitional Housing Program-Plus (THP-Plus) Request for Proposal (RFP) and the Contractor response to the RFP dated May 30, 2007. The applicable components of the proposal and response have been incorporated into Exhibit A. In the event of conflict between the provisions contained in the RFP and the provisions contained in Exhibit A, the provision of Exhibit A shall prevail over those in the RFP.

A. PURPOSE/TERM

The purpose of this agreement is for the Contractor to provide a THP-Plus Program to emancipated foster/ probation youth residing in Santa Barbara County, with housing services designed to assist them in fulfilling the goals described in the youth's Transitional Independent Living Plan (TILP) to achieve successful self-sufficiency.

In order to provide services and access THP-Plus funds, the Contractor must be certified by the County on an annual basis. The Contractor's 2007-2008 Certified THP-Plus Plan is set forth as Appendix-1. Appendix-1 will expire October 31, 2008, unless renewal is executed and certified earlier by the County, and may be subject to change during the term of this contract based on changes at the state level and/or changes in the County THP-Plus approved plan. The parties agree that any amended version of Appendix-1 will be attached and made a part of this agreement without formal amendment.

Eligible youth, ages 18 to 24 years, will be housed at the "La Morada Transitional Youth Center". The La Morada Transitional Youth Center is located at 66 S. San Antonio Rd, Santa Barbara, CA 93110. The La Morada site has been designed to accommodate 8 "Single-Site" slots. The Contractor will be reimbursed for a maximum of 8 monthly approved and filled slots at a pro rata daily occupancy/participant rate of \$104.45, up to a maximum of \$3,177 per month per eligible participant. The County does not guarantee an occupancy rate to the Contractor.

A two-year renewal option will be considered at the end of the original contract term, contingent on County certification of Contractor's THP-Plus Plan. Provisions for extension will be at the County's discretion, pending availability of funds, client priorities and needs and the Contractor's satisfactory achievement of agreed upon performance measures.

B. BACKGROUND

Through a competitive bidding process, the County selected the Contractor to provide a creative service delivery approach. The THP-Plus Program is a certified placement opportunity which addresses the needs of a growing yet largely overlooked group of at-risk youth; those who emancipate from the state's foster care system. It is a program that provides safe, affordable housing and comprehensive supportive services for up to 24 months, to help targeted youth make a successful transition from out-of-home placements to independent living.

The Contractor has been a transitional housing provider for Transitional Age Youth (TAY) since 1999, and has served youth aging out of foster care for 19½ years. Their approach in providing services incorporates experience gained working with TAY, blended with the uniqueness of the La Morada Transitional Youth Center. The program uses life skill

development curriculum specifically designed for TAY to ensure client success in completing TILP goals & activities; fully incorporates Best Practices and Wraparound services philosophy; embraces and promotes community integration and participation; provides individualized one-on-one services, which give clients "voice, choice & preference"; and incorporates a "positive peer culture" environment and approach to maximize client participation. The Contractor will create partnerships, linkages and community supports necessary to successfully meet client needs and achieve program outcomes. The agency has the infrastructure necessary to effectively manage all aspects and requirements of this program.

C. PROGRAM SUMMARY/ SCOPE OF SERVICES

Contractor Certified Program Plan

The Contractor's 2007-2008 THP-Plus Program Plan outlines specific program policies and procedures for the provision of the THP-Plus Program and is set forth in Appendix-1. The County has certified that the Contractor's 2007-2008 THP-Plus Program Plan demonstrates compliance in each of the following five categories:

- Welfare and Institutions Code Section 16522.1, §(h) (1)-(21)
- TILP Requirements
- Tenant Rights
- Housing Statutes
- Employee Regulations

Appendix-1 is hereby attached to and made a part of this Agreement. In each instance in which provisions of this Appendix either contradict or are inconsistent with the provisions of the Agreement, the provisions of Appendix-1 shall prevail and govern.

Contractor Implementation Plan

The Contractor's THP-Plus Implementation Plan, which outlines specific details related to the implementation of Contractor's program, is set forth as Appendix-2. Appendix-2 is hereby attached to and made a part of this Agreement. In each instance in which provisions of this Appendix either contradict or are inconsistent with the provisions of the Agreement, the provisions of Appendix-2 shall prevail and govern. Appendix-2 may be subject to change during the term of this contract based on changes at the State level and/or changes in the County THP-Plus approved plan. The parties agree that any amended version of Appendix-2 will be attached and made a part of this agreement without formal amendment.

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, age 18 year of age 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

Recruitment and Selection of Youth

The Contractor will only serve eligible youth. THP-Plus participants shall be at least 18 years of age and not yet 24 years of age. Each participant shall have identified and be pursuing the youth development goals approved by the County, utilizing the STEP TILP developed by California Department of Social Services (CDSS). Participating youth will be eligible for THP Plus participation no more than 24 cumulative months.

Admission criteria for THP-Plus in Santa Barbara County will comply with Welfare and Institutions Code Sections 16522.1§(h) (1)-(21). 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

Youth receiving psychotropic medications shall be eligible for consideration to participate in the program and shall not be automatically excluded for these factors.

The recruitment process for THP-Plus will target youth as follows:

- Youth who have emancipated but have not reached the age of 24
- Youth who are turning 18 and about to emancipate
- Foster youth who are 17 and preparing for emancipation

Outreach will be conducted by Contractor staff and Independent Living Program (ILP) staff. Outreach efforts may include:

- Information meetings for foster youth
- Informational meetings with DSS and Probation placement workers
- Distribution of program literature and posters at key locations and to other service providers
- Media and public service announcements.

Participation within THP-Plus is voluntary. All referrals to the THP-Plus Program will be screened by the County ILP Program Coordinator to determine eligibility. Each applicant will be required to complete a simple application form and participate in an interview process. Acceptance into the program will be based on the eligibility criteria set forth above, results of the interview process, and availability of appropriate housing.

The Contractor shall not discriminate on the basis of race, gender, sexual orientation, or disability and must provide a safe and adequate residence that allows participants a maximum amount of independence and self-sufficiency.

Contractor Provided Services

Services to be provided in accordance with Welfare and Institutions Code Section 16522.1, §(h) (1)-(21).

Each THP-Plus 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. Completion of the application for Special Immigrant Juvenile Status (SIJ) pursuant to the 8 Code of Federal Regulation Section 204.11 or other naturalization process for undocumented aliens
13. A driver license
14. A work permit
15. A bank account
16. Names, phone numbers and addresses of relatives
17. Completed re-application for Medi-Cal
18. Information and completed applications for sources of financial support such as emancipation stipends, TANF, scholarships and grants
19. Referral to adjunct services (i.e. mental health or drug & alcohol services)

D. LA MORADA TRANSITIONAL YOUTH CENTER LEASE AND FACILITY REQUIREMENTS

The program will operate out of a County owned building known by Santa Barbara County General Services as the La Morada Transitional Youth Center, which will be leased to the Contractor. The lease is ancillary to this Agreement and shall be independently executed and approved by Santa Barbara County General Services and Contractor. However, the term of the lease shall coincide with the term of this Service Contract as the lease is contingent on the Agreement. Similarly, this Agreement may be terminated by County if the La Morada lease is terminated by either party.

The Contractor will have oversight of facility operations, managing activities that benefit both the Independent Living Program (ILP) and the Transitional Youth Center. A general requirement will be that there be frequent coordination and collaboration with the various program staff utilizing the Center.

The La Morada Transitional Youth Center shall be used by the Contractor exclusively for administering the THP-Plus Program and related activities.

E. PERFORMANCE MEASURES/REPORTING

Reporting

Contractor shall prepare an annual report on the format required by the CDSS including, but not limited to, expenditures, occupancy, and STEP TILP data. Upon request, Contractor shall also supply information, in addition to that in the annual report, to the CDSS as needed. Copies of this report should also be submitted to Santa Barbara County Department of Social Services ILP Coordinator.

Performance Measures

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

Contractor will:

- Furnish quarterly 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 County 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 will meet the following program goals:

Goal 1: The THP-Plus Program will assist emancipated foster youth to secure stable housing.

Measure 1: Annually, 50% of the THP-Plus enrolled tenants will successfully maintain their THP-Plus placement.

Measure 2: Annually, 75% of the participants exiting the THP-Plus Program will secure and maintain housing for at least one year.

Goal 2: The THP-Plus Program will increase the employability of emancipated foster youth.

Measure 1: 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.

Measure 2: 75% of THP-Plus residents will increase their income within one year of entering the transitional housing program.

Goal 3: The THP-Plus Program will encourage emancipated youth to furthering their educational goals.

Measure 1: Annually, 50% of participants will be enrolled in an accredited college or 4-year educational institution.

Measure 2: 95% of participants in or exiting the program will obtain their high school diploma or equivalent.

Goal 4: The THP-Plus Program will assist emancipated youth in connecting to health care services and other community based resources.

Measure 1: 95% of THP-Plus participants will be enrolled in Medi-Cal or other private / public health insurance program.

Measure 2: 95% will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.

Goal 5: Daily Living: The THP-Plus Program will assist emancipated youth in learning life skills necessary for self-sufficiency.

Budgeting

Measure 1: 75% of THP-Plus participants will develop a realistic budget for living expenses and live with-in the established budget.

Shop/Healthy Meals

Measure 2: 75% of THP-Plus participants will be able to grocery shop for healthy meals on an established budget, utilizing

Transportation	Measure 3:	additional resources as needed. 95% of THP-Plus participants will have transportation (i.e.: skateboard, bicycles, vehicle) and/or be able to effectively utilize public transportation.
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Additionally, Contractor will establish and maintain an annual Continuous Quality Improvement Plan (CQI) where process and performance outcomes are established for each program. Once specific targets are identified in the CQI, they will be assigned to respective managers and program supervisors for outcome accountability. Information needed to track outcomes will be entered into the Contractor's proprietary information management system. Process outcomes (# of clients served, hours, etc) will be monitored weekly and performance outcomes (success indicators) monitored monthly. Outcomes for this program will be added to the CQI and assigned to the Transitional Housing Manager for accountability. Additionally, each participant leaving the program will be given the opportunity to complete a "Youth Satisfaction Survey", as part of the ongoing evaluation process.

F. GENERAL CONTRACT PROVISIONS

1. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this Agreement. Contractor will 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 will evaluate the effectiveness of the performance measures established in Section E. within 90 days of the Effective Date of this Agreement. If necessary to obtain meaningful data about services delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, a pro rata daily occupancy rate of \$104.45, up to a maximum of \$3,177 per month per eligible participant, not to exceed eight "single-site" slot participants per month. The maximum amount of up to \$304,992 per annum may be paid when full capacity of 8 participants per month is reached. For the term of this Agreement, the total contract amount shall not exceed \$304,992.
- B. 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. Invoices must be submitted in COUNTY required format and contain sufficient detail to enable an audit of the charges along with adequate documentation as approved by the Department of Social Services Chief Financial Officer. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Section A. above, shall initiate payment processing. COUNTY shall pay invoices or claims with satisfactory work within 30 days of presentation.
- C. 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.

EXHIBIT C
Standard Indemnification and Insurance Provision
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.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense. All insurance coverages are 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

EXHIBIT C
Standard Indemnification and Insurance Provision
for Contracts Requiring Professional Liability Insurance

contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] 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 if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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 Program Administrator is authorized to change the above insurance requirements, with the concurrence

EXHIBIT C
Standard Indemnification and Insurance Provision
for Contracts Requiring Professional Liability Insurance

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.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

REMOVED March 1, 2004

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

EXHIBIT E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

3. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

E_____

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

(Co of SB Std Terms Ver 03-15-05)

6. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations section 164.524.

7. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations section 164.526.

8. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

9. Accounting of Disclosure

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

11. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

12. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

14. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

15. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

16. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

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CONTRACTOR 2007-2008 CERTIFIED THP-PLUS PLAN

Effective November 1, 2007 ("")
Agreement for Services of Independent Contractor
Effective November 1, 2007 ("Agreement")

Between
Family Care Network, Inc. ("CONTRACTOR")

And

Santa Barbara County Department of Social Services ("COUNTY")

This Appendix is hereby attached to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix either contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

The validity of this Appendix will expire October 31, 2008, unless sooner executed and certified by COUNTY.

Family Care Network, Inc.
Tax ID: 77-0159090

THP-Plus Certification Materials

Submitted to Santa Barbara County
September 2007

Certification Checklist

All THP-Plus providers must submit documentation that they are in compliance with the requirements of the program as set out California *in Welfare and Institutions Code Section 16522.1, §(h) (1)-(21)*. 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

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- 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

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CONTRACTOR 2007-2008 CERTIFIED THP-PLUS PLAN

Name of Applicant Agency: **Family Care Network, Inc.**

Welfare and Institutions Code

1. 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-Plus eligibility through the County Independent Living Program. It is anticipated that most THP-Plus applications will originate through the ILP program, thus eligibility will have been predetermined. 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.

2. Non-discrimination

The program will not discriminate based on race, gender, sexual orientation, or disability, 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, 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.

3. Separate property management and service provider functions

The functions of property management and service provider are separated.

Our agency maintains a separate administration/facilities management unit. This unit is responsible for furnishing and maintaining housing units, conducting pre-and post-occupancy walk-throughs, collecting rents and utilities (when applicable). Program will also 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. The Facility Manager will communicate to direct care staff any issues concerning participant misconduct regarding property management, 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.

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4. Participant application and selection criteria

The provider plan includes a description of the participant application process and selection criteria

The FCNI THP-Plus 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, schools or be self referred.
- All interested parties will receive an application to complete, assistance in completing the application will be provided. A Spanish version will also be available.
- Once an application has been received, eligibility will be determined in partnership with County ILP. Once an applicant is deemed eligible, an interview will be scheduled at a convenient time for the applicant.
- A screening interview will be conducted by the program staff and a County ILP staff

Participants will be 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 our 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. Additionally, acceptance into the program will also be contingent on available living space.

- Once an applicant has successfully completed the application-screening process, they will be assigned a living unit, assigned to a Youth Development Specialists and assisted with their move into the facility.
- All successful placements will be communicated to the County ILP.

5. Monitoring placements

The provider has a plan for monitoring placements

FCNI monitors THP-Plus placements from several perspectives:

- Each participant will be assigned to a Youth Development Specialist (YDS) who will work one-on-one with them towards the completion of their TILP. YDS will be in regular contact with participants, during times and days which are best suited for the participant. A YDS will be assigned no more than three THP-Plus clients at a time.
- The La Morada facility will be staffed with an on-site Facility Manager/Residential Adviser who will also monitor participants' conduct, care of facilities, program rule compliance and interpersonal relationships.
- The facility will also have an assigned Program Coordinator who will monitor the overall operation of the facility and serve as a liaison between the County ILP and other community-based services.

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- A key component to THP-Plus program success is to establish a resident self-monitoring system. This could include weekly group meetings, a schedule for residents to police the grounds and property, and/or a positive peer culture environment. FCNI endeavors to gain participants' buy-in, a sense of ownership and pride within its transitional housing programs.

6. Education requirements

The provider has policies regarding 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 will be accomplished by assisting participants in furthering their education process and through the following:

- When applicable, assist participants 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 will work with Foster Youth Services on educational planning and support.
- Encourage and assist participant enrollment in higher education programs and/or vocational training and education programs.
 - FCNI will develop a working relationship with Santa Barbara Community College in order to involve as many participants into their programs as if possible.
- Recruit and assign tutors or mentors whenever possible to encourage educational pursuits.
- YDS duties include working with participants to accomplish educational/vocational goals.

7. Work requirements

The provider has policies regarding work requirements

The FCNI THP-Plus 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:

- YDS 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).

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8. Savings

The provider has policies regarding savings requirements

All participants will be encouraged to establish a personal savings account. YDS staff will assist participants, if needed. In order to promote savings and fiscal responsibility, FCNI will:

- Set aside \$200 per month per participant in an 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 will be required to verify eligibility for this savings match.)
- All participants will be 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.

9. Personal safety

The provider has policies regarding 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 will:

- Maintain the facility at all times in a clean and safe condition.
- Provide each resident a living unit which provides for personal privacy and security
- Maintain 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.
- Maintain personnel sufficient to monitor resident interactions, and provide immediate intervention and/or mediation.
- Provide access to 24/7 crisis assistance.
- Under no circumstances shall any participant be allowed to possess a weapon at the facility.

10. Visitors

The provider has policies regarding visitors

Having visitors and guests are 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 the facility manager or with the agreement of the other residents.
- No overnight visitors in resident's rooms.
- No overnight visitors under the age of 18.
- All overnight visitors must stay in guest rooms with prior approval of staff.

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- No visitor is allowed to stay more than two nights a month.
- A resident may not have more than two visitors per month.
- All overnight visitors must provide photo identification
- 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.

11. Emergencies

The provider has policies regarding emergencies

FCNI maintains clear emergency procedures and policies. In brief:

- FCNI will maintain a Facility Manager/Residential Adviser who will be available on-site to handle emergency situations.
- There will be 24/7 supervisory support available
- Residents will be instructed in emergency procedures and the facility will 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.
- First aid kits will be readily available on the site.
- 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.

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CONTRACTOR 2007-2008 CERTIFIED THP-PLUS PLAN

12. Medical requirements

The provider has policies regarding medical requirements

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

- All participants shall have access to medical services when 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.
- Participants with prescribed medications (including psychotropic) will be assisted with and advised on the proper use, storage and management of these medications. This will 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 YDS in securing appropriate transportation.

13. Disciplinary measures

The provider has policies regarding 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:

- Every participant will be provided a clear statement of program expectations, rules and requirements, and be required to sign a Participant Agreement upon entry into the program.
 - Program expectations will also be posted within the facility.
 - It is the agency's practice to encourage facility residents 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 establish solutions and intervention whenever possible in order 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 a Transitional Living Support 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:
 - a written warning
 - a financial consequence or restitution
 - voluntary community work services
 - a time limited probationary period

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- 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 covered under the 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 will be required to fully comply with the requirements of the Transitional Housing Misconduct Act (Health and Safety Code §50580 et seq.) and sign the **Restatement of the Transitional Housing Misconduct Act Form** included in the Participant Agreement.
- Whenever disciplinary action is required, it is the agency's policy to include as many of the participants community supports and significant others in the process that the participant allows, in order to develop the best solutions and outcomes for the participant.

14. Child care

The provider has policies regarding 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.

15. Pregnancy

The provider has policies regarding pregnancy

FCNI will not preclude a pregnant youth from participating in the transitional housing 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, FCNI YDS 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.

16. Curfew

The provider has policies regarding curfew

The agency does not maintain a curfew time concerning participants coming and going from the facility. The following are some program expectations and basic courtesies that will guide participant conduct:

- Participants are expected to enter and exit the facility 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.

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- 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 the facility overnight or for any extended length of time.

17. Apartment cleanliness

The provider has policies regarding apartment cleanliness

Participant shall keep the 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 at an acceptable level, and performing routine household chores, i.e. vacuuming, dusting, washing dishes, cleaning bathroom, etcetera. Each participant will be provided a Household Maintenance checklist to follow.
- In households of two or more participants duties shall be shared with specific requirements for each participant posted.
- Participants will be expected to allow FCNI staff to periodically inspect living units to conduct routine maintenance, and observe sanitation and safety conditions.
- It is anticipated that there will be a shared responsibility amongst program participants to maintain the cleanliness and upkeep of the common living areas including the outside and facility grounds. Weekly "house meetings" will be conducted to help coordinate in this activity.

Concerning participants' maintenance outside in his/her living unit:

- Participant will 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.
- Participant will 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.
- If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of Participant or Participant's Guest(s) (one or more individuals visiting the Participant), Participant shall reimburse FCNI the cost of repairing the damage.

18. Budgeting

The provider has policies regarding budgeting

Financial Management is one of the seven life domain units within the FCNI life skills training curriculum. Budgeting is one component of developing this lifeskill. Each participant's YDS 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.
- 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.

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19. Care of furnishings

The provider has policies regarding care of furnishings

Each participant will be provided a furnished living unit in excellent condition. It will be 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 will 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 facility, i.e. TV, couches, recreational equipment, et cetera.
- Participants will be allowed to use their own personal property at any time, in lieu of the assigned property. Participant personal property shall be 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.

20. Cars

The provider has policies regarding cars

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

- They possess a valid California drivers license
- They provide proof of insurance

21. Lending or borrowing money

The provider has policies regarding 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 FCNI Financial Management curriculum, a participant will be 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.

22. Dating

The provider has policies regarding dating

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

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23. Ground rules for termination

The provider has policies regarding ground rules for termination

As stated above, FCNI will make 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

24. Complete TILP goals and activities

The provider will assist each participant to complete his or her TILP goals and activities

One condition of being accepted into the FCNI THP-Plus Program is that the participant is willing to successfully pursue and complete their individually develop TILP. FCNI will support this process as follows:

- FCNI will coordinate all activities with ILP and work collaboratively towards the completion of the participant's plan.
- A FCNI Youth Development Specialists (YDS) will assist each participant in the completion of an Ansell-Casey Life Skills Assessment instrument. This life skills assessment will be used to develop goals and activity necessary for gaining the skills to become self-sufficient and independent.
- FCNI has developed and utilizes an in-depth Life Skills 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

[The FCNI Lifeskill Development Workbook was created using materials, information and assistance supplied by the Ansell-Casey Foundation and the Transition to Independence Process (TIP) System developed by Rusty Clark, Ph.D., University of South Florida]

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- Each participant will be assigned a YDS to guide them through the life skill development activities identified in their Ansell-Casey life skill assessment.
- YDS contact, instruction, support and monitoring generally occurs two to three times per week, or more if needed. As a participant gains competencies, YDS involvement diminishes.
- Once a participant completes a particular life skill component, FCNI will issue them a certificate of competency.
- 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 YDS. 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 will be 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.

25. TILP updates

The participant's TILP will be updated at least annually and as needed to reflect changes

It is the primary role of a FCNI Youth Development Specialists to monitor the progress of a program 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. It is the agency's policy for a YDS 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 Life-skill Assessment instrument, as a means of documenting his/her progress, and identify areas requiring continued skill building.

26. Evaluate progress with TILP goals

The provider will evaluate the participant's progress with TILP goals

As stated above, each participant is assisted in completing specific TILP goals and activities through one-on-one weekly YDS interaction, support and guidance. It is agency policy for a YDS 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 the ILP Coordinator to ensure their careful coordination on plan progress and update.

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Tenant Rights

27. Due process

Services for participants are discontinued without due process

FCNI preserves 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-Plus 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-Plus 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 straight-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 is fully compliant with the California Landlord-Tenant laws, as well as the California Transitional Housing Misconduct Act, and will assure that participants are afforded their due process rights under this law.

28. Free from arbitrary and capricious rules

Participants are 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-Plus Participant Agreement, which is thoroughly explained to each participant upon entry into the program. A copy of FCNI THP-Plus Rules and Expectations is included under item #17 "Other Information Deemed Pertinent." Additionally, please refer to our comments in #'s 13, 23, and 27 above for further clarification. Below is a list of the personal rights of participants in FCNI Transitional Housing programs:

- The right to due process procedures, which will be utilized prior to termination of program services.
- 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-Plus TILP are being met.

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- 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-Plus program guidelines.
- Additionally, each participant will be informed in writing of his/her rights and responsibilities under the Transitional Housing Misconduct Act.

29. Right to confidentiality

Participant's right to confidentiality is respected

FCNI maintains strict agency policy and procedure concerning client confidentiality. FCNI has been a state CCL licensed FFA for nearly 20 years, and a state certified Medi-Cal provider site for eight 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 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.

30. Right to privacy

Participant's right to privacy is respected

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-Plus 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

31. Participant – Provider contract

There is a contract between provider and participants that sets out specific responsibilities of each

FCNI utilizes a Transitional Housing Participant Agreement for its Transitional Housing programs.

Housing statutes

32. Fair housing

Provider complies with state and federal fair housing laws.

FCNI has been a transitional housing provider for almost eight years, and as such, is very familiar with the provisions of the above cited law, both as a renter and landlord. FCNI currently owns two apartment complexes used exclusive for TAY transitional housing and routinely rents/lease 10-12 units. On only one occasion have we used the landlord-tenant law to remove a tenant, which had a positive outcome. As required by law, we employ the legal services of Smith & Tardiff to assist us in these matters.

33. Housing laws and fire clearance

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Provider complies with all federal, state, and local housing laws and fire clearance requirements

It is our assumption that the property leased from the County of Santa Barbara will meet fire code requirement prior to or at the time of possession. Thereafter, FCNI is prepared to maintain the facility to code and initiate any required fire clearance inspections. FCNI currently maintains this practice in all its service delivery locations.

Employee Regulations

34. Criminal background checks

The provider performs criminal background checks of all employees

Under FCNI hiring policy, all employees are subject to the following pre-employment background clearance process:

- 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
- OIG list of excluded providers (Office of Inspector General)
- MediCal of Excluded Providers

35. Employment criteria

The provider adheres to strict employment criteria, including consideration of employee's age, drug or alcohol history, and experience working with persons in this age group.

Jon Nibbio MFT, Deputy Director/Director of Clinical Services: Minimal administrative and clinical oversight.

Qualifications: Jon has over 20 years of clinical experience having served in his current capacity for seven years; served as a probation Division Manager for seven 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.

Vince Giordano, Regional Director: 10% supervision, program oversight and interagency coordination.

Qualifications: Vince has nine years of service with FCNI and is currently the FCNI Regional Director for Santa Barbara Services. He has seven years experience as a deputy/chief deputy probation officer and 12 years experience in group home/FFA administration. Mr. Giordano has worked with TAY for many years and will directly supervise the Santa Barbara THP-Plus staff. He currently supervises the agency's therapeutic foster care, emergency shelter and THPP services delivered in Santa Barbara County.

Patricia Taylor, Supervising Social Worker: Minimal time providing clinical support and case consultation.

Qualifications: Patricia has been a licensed therapist for over 20 years, and has served as Supervising Social Worker for our organization for 10+ years.

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Steve Anselm, Transitional Housing Programs Manager: 20-25% program and staff supervision, and coordination with ILP. **Qualifications:** Steve has been the FCNI Transitional Housing Services Manager for 2½ years. In this position he manages the agency's THPP, THP-Plus and TAY—Mental Health Housing programs. Steve has previously been a high school teacher and coach, as well as a youth and young adult pastor. He is extensively trained in the Ansell-Casey Foundation and TIPs (Transition to Independence Program, USF) lifeskill assessment, training and youth development programs. Mr. Anselm is also bilingual Spanish.

Program Coordinator: This position will be 100% THP-Plus program, responsible for the day to day program operations, referral screening and placement, and staff assignments. **Qualifications:** The Program Coordinator will at minimum possess a bachelor's degree in a human services discipline and two years of experience working with TAY. We will either select this person from our pool of 60+ employees trained to work with TAY or hire specific to this program. Our goal is to fill this position with someone bilingual Spanish.

Youth Development Specialist: Two or three YDS's will be assigned 100% to this program. **Qualifications:** YDS 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 will either select these individuals from our pool of 60+ employees trained at this level or hire specific for this program. We will attempt to hire at least one bilingual Spanish YDS.

Facility Manager/Residential Advisor: FM/RA's will be assigned to provide facility supervision, management assistance and tenant support on evenings and weekends. **Qualifications:** RA's will meet all criminal record and background clearance requirements and be specifically trained in facility and emergency management. Preferably, FM/RA's will have completed some college units in a social science discipline and demonstrate an interest in working with transitional aged youth.

36. Training program

The provider provides a training program to educate provider's employees who work directly with participants

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 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.

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PROOF OF CERTIFICATION

After review of the THP-Plus policies of **Family Care Network, Inc** outlined in the materials submitted, I certify that **Family Care Network, Inc.** has demonstrated compliance with all THP-Plus program requirements, and is certified as a THP-Plus Provider for the County of Santa Barbara.

Ken Jensen Psy. D., Deputy Director
Santa Barbara County Department of Social Services

Date

Yolanda Perez, CWS Analyst /ILP Coordinator
Santa Barbara County Department of Social Services

Date

APPENDIX-2
CONTRACTOR IMPLEMENTATION PLAN

Effective November 1, 2007 (“”) Agreement for Services of Independent Contractor
Effective November 1, 2007 (“Agreement”)

Between

Family Care Network, Inc. (“CONTRACTOR”)

And

Santa Barbara County Department of Social Services (“COUNTY”)

This is hereby attached to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix either contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

The validity of this Appendix will expire October 31, 2008, unless sooner executed by COUNTY.

Transitional Housing Placement-Plus
Plan for Implementation

September 2007

**APPENDIX-2
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Purpose of the Program & Mission of Family Care Network, Inc.

Santa Barbara County will partner with the Family Care Network, Inc. to deliver THP-Plus Program services. Family Care Network, Inc. has been providing THPP services for over four years and has the experience, staff, skill and infrastructure to meet the needs of THP-Plus participants. Family Care Network, Inc. has the capacity to provide services county-wide. Additionally, Family Care Network, Inc. is a federally and locally recognized Community Housing Development Organization (CHDO) with greater access to housing units necessary to meet the needs of this program.

Family Care Network, Inc. shall prepare an annual report on the format required by the California Department of Social Services including, but not limited to, expenditures, occupancy, and Supportive Transitional Emancipation Program (STEP) TILP data. Upon request, providers shall also supply information, in addition to that in the annual report, to the California Department of Social Services as needed. Copies of this report should also be submitted to Santa Barbara County Department of Social Services.

Population to be Served

Family Care Network, Inc. will only serve eligible youth. THP Plus participants shall be at least 18 years of age and not yet 24 years of age. Each participant shall have identified and be pursuing the youth development goals approved by the county, utilizing the STEP TILP developed by CDSS. Participating youth will be eligible for THP Plus participation for no more than 24 cumulative months.

Admission criteria for THP Plus in Santa Barbara County will comply with Welfare and Institutions Code Sections 16522.1. 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

Youth receiving psychotropic medications shall be eligible for consideration to participate in the program and shall not be automatically excluded for these factors.

The recruitment process for THP Plus will target youth as follows:

- Youth who have emancipated but have not reached the age of 24
- Youth who are turning 18 and about to emancipate
- Foster youth who are 17 and preparing for emancipation

Outreach will be conducted by staff from Family Care Network, Inc. and the Independent Living Program. Outreach efforts may include:

- Information meetings for foster youth
- Informational meetings with DSS and Probation placement workers
- Distribution of program literature and posters at key locations and to other service providers
- Media and public service announcements.

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Participation within THP Plus is voluntary. All referrals to the THP Plus Program will be screened by the County ILP program to determine eligibility. Each applicant will be required to complete a simple application form and participate in an interview process. Acceptance into the program will be based on the eligibility criteria set forth above, results of the interview process and availability of appropriate housing.

Family Care Network, Inc. does not discriminate on the basis of race, gender, sexual orientation, or disability and provides a safe and adequate residence and allows participants maximum amount of independence and self-sufficiency.

Services Provided by Family Care Network, Inc.

Part I:

Family Care Network Inc. has been a transitional housing provider for Transitional Age Youth since 1999, and has served youth aging out of foster care for 19½ years. This proposal incorporates our experience working with TAY, blended with the uniqueness of the La Morada Transitional Youth Center. Our program uses life skill development curriculum specifically designed for TAY to ensure client success in completing TILP goals & activities; fully incorporates Best Practices and Wraparound services philosophy; embraces and promotes community integration and participation; provides individualized, one-on-one services which give clients “voice, choice & preference”; and incorporates a "positive peer culture" environment and approach to maximize client participation. FCNI will create partnerships, linkages and community supports necessary successfully meet client needs and achieve program outcomes, and the agency has the infrastructure necessary to effectively manage all aspects and requirements of this program.

Part II: Services to be provided in accordance with Welfare and Institutions Code Section 16522.1, §(h)(1)-(21):

Each THP Plus participant shall have a Transitional Independent Living Plan 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 employment 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

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- 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. Completion of the application for Special Immigrant Juvenile Status (SIJ) pursuant to the 8 Code of Federal Regulation Section 204.11 or other naturalization process for undocumented aliens,
 13. A driver license
 14. A work permit
 15. A bank account
 16. Names, phone numbers and addresses of relatives
 17. Completed re-application for Medi-Cal
 18. Information and completed applications for sources of financial support such as emancipation stipends, TANF, scholarships and grants,
 19. Referral to adjunct services (i.e. mental health or drug & alcohol services)

Family Care Network, Inc., in cooperation with ILP staff will assist each participant in completing the STEP TILP form designed by CDSS. The TILP shall be updated at least annually or as needed to reflect necessary changes.

Family Care Network, Inc. shall assign each THP Plus participant a Youth Development Specialist responsible for providing one-on-one guidance, oversight and case management. YDS staff are bachelor level individuals, who have been specially trained in youth development interventions and methods. YDS staff shall be supervised by an agency MSW. YDS staff will meet with THP Plus participants several times each week upon initial enrollment, and a minimum of once per week thereafter. Family Care Network, Inc. staff will also be responsible for making referrals to adjunct services. Family Care Network, Inc. will provide 24/7 on-call services, and can provide mental-health services as a state certified mental-health, Medi-Cal provider.

The Family Care Network, Inc. THP Plus program will provide participants with housing at a single location leased by Family Care Network, Inc. The facility utilized is referred to as "La Morada". Currently, La Morada is designed to accommodate 8 "Single-Site" THP Plus slots. Eligible youth, ages 18 to 24 years, will be housed at the "La Morada Transitional Youth Center," located at 66 S. San Antonio Rd, Santa Barbara, CA 93110. The La Morada site has been designed to accommodate 8 "Single-Site" slots

The vision of La Morada is for La Morada to serve as both a center for services designed for emancipating youth and as a single site transitional housing program for emancipating youth. As part of this vision, the facility will be utilized for ILP activities and training.

Rights of Family Care Network, Inc. Participants

Family Care Network, Inc. will ensure that all participants are entitled to:

- The right to due process procedures, which will be utilized prior to termination of program services.
- 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.

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- 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 STEP 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 he/she leaves the program or earlier if permitted by the THP-Plus program guidelines.

Policies of the Program

Family Care Network, Inc. adheres to the following policies, as required by the THP-Plus regulations. Documentation on each policy has been provided to Santa Barbara County Social Service Department as part of the annual certification process.

- Compliance with California landlord-tenant law and/or the Transitional Housing Misconduct Act.
- Criminal background checks for all provider employees.
- Compliance with applicable federal, state, and local housing laws and fire clearance requirements.
- Housing to participants that provides reasonable transportation access to schools, employment, and medical care.
- Compliance with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
- Compliance with the requirement that the functions of property management and service provider will not be blended.

THP-Plus Rates & Service Levels

For the months November 2007 through June 2008, Family Care Network, Inc. will provide service for up to eight THP Plus participants per month. The program year budget for FY 2007/2008 is estimated at \$203,328. Family Care Network, Inc. will provide service for up to eight THP Plus participants for the months July 2008 through October 2008 for a total program year budget for FY 2008/2009 of \$101,664. Family Care Network, Inc. shall be reimbursed for only approved and filled slots at pro rata daily occupancy/participant rate of \$104.45, up to a maximum of \$3,177 per month. This cost is inclusive of rent, utilities, laundry, food, cleaning supplies, transportation, emancipation fund, personal necessities, apartment furnishings, administrative support/salaries and overhead, case management, and required supportive services. The participant flow for the contract period November 1, 2007 through October 31, 2008 is projected as follows:

	Contract Period 11/1/2007 through 10/31/08													TOTAL
	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct		
Youth Entering		4	3	1	1	1	1	0	0	0	0	0	1	12
Youth Exiting		0	0	1	1	0	1	0	0	0	0	0	1	4
Housing Census		4	7	7	7	8	8	8	8	8	8	8	8	8
Youth-Months of Housing		4	7	7	7	8	8	8	8	8	8	8	8	89

Reporting Requirements

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The following Performance Measures will be achieved by Santa Barbara County and Family Care Network, Inc.:

Santa Barbara County Department of Social Services will evaluate the effectiveness of the Family Care Network, Inc.'s THP-Plus program using a consistent evaluation framework provided by CDSS. This framework will 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

Family Care Network, Inc. will furnish regular reports on individual youths' progress and outcomes to the Santa Barbara County Department of Social Services ILP Coordinator.

For a minimum of two years following discharge Family Care Network, Inc. will complete follow-up assessments and outcome evaluations every six months utilizing the same or complimentary assessment instruments. Family Care Network, Inc. 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.

The Santa Barbara County Department of Social Services will provide progress reports and overall program summaries to CDSS as requested.

Family Care Network, Inc. will work with the County to develop "baseline" data for each young adult participant and will be required to establish monthly progress measurements. Measurements will include education, employment, living wage, permanency, and housing.

Family Care Network, Inc. will :

- Furnish regular reports on individual youths' progress and outcomes to the Santa Barbara County Department of Social Services ILP.
- Maintain accurate client files and records to satisfy County 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.

Family Care Network, Inc. will meet the following program goals:

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Goal 1: The THP-Plus Program will assist emancipated foster youth to secure stable housing.

- Measure 1: Annually, 50% of the THP-Plus enrolled tenants will successfully maintain their THP-Plus placement.
- Measure 2: Annually, 75% of the participants exiting the THP-Plus Program will secure and maintain housing for at least one year.

Goal 2: The THP-Plus Program will increase the employability of emancipated foster youth.

- Measure 1: 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.
- Measure 2: 75% of THP-Plus residents will increase their income within one year of entering the transitional housing program.

Goal 3: The THP-Plus Program will encourage emancipated youth furthering their educational goals.

- Measure 1: Annually, 50% of participants will be enrolled within an accredited college or 4-year educational institution.
- Measure 2: 95% of participants in or exiting the program will obtain their high school diploma or equivalent.

Goal 4: The THP-Plus Program will assist emancipated youth in connecting to health care Services and other community based resources.

- Measure 1: 95% of THP-Plus participants will be enrolled in Medi-Cal or other private / public health insurance program.
- Measure 2: 95% will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.

Goal 5: Daily Living: The THP-Plus Program will assist emancipated youth in learning life skills necessary for self-sufficiency.

Budgeting

- Measure 1: 75% of THP-Plus participants will develop a realistic budget for living expenses and live with-in the established budget.

Shop/Healthy Meals

- Measure 2: 75% of THP-Plus participants will be able to grocery shop for healthy meals on an established budget, utilizing additional resources as needed.

Transportation

- Measure 3: 95% of THP-Plus participants will have transportation (i.e.: skateboard, bicycles, vehicle) and/or be able to effectively utilize p [State the frequency with which the provider will report data to the County and/or to CDSS. Indicate at a summary level the type of information to be reported. If available, attach a sample report.

Contract Summary Form: Contract Number : _07_____ - _____ - _____ - _____ - _____

D1. Fiscal Year : FY 07/08

D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :

D3. Requisition Number :

D4. Department Name : Social Services

D5. Contact Person : Rhonda Macdonald_____

D6. Phone : (805) 346-7294

K1. Contract Type (check one): Personal Service Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : THP Plus, La Morada Housing for Emancipated Foster Youth

K3. Original Contract Amount : \$304,992

K4. Contract Begin Date : 11/1/2007

K5. Original Contract End Date :10/31/07

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
<u>(2-4 words)</u>						
	\$	\$	\$			

K7. Department Project Number : 044

B1. Is this a Board Contract? (Yes/No) : yes

B2. Number of Workers Displaced (if any): zero

B3. Number of Competitive Bids (if any) : 3

B4. Lowest Bid Amount (if bid) : \$

B5. If Board waived bids, show Agenda Date :

B6. ... and Agenda Item Number : #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code : 1701

F2. Current Year Encumbrance Amount : \$203,328

F3. Fund Number : 0055

F4. Department Number : 044

F5. Division Number (if applicable) : 09

F6. Account Number : line item 7659

F7. Cost Center number (if applicable) : program code: 3402; org unit 5332

F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) :

V2. Payee/Contractor Name : Family Care Network, Inc.

V3. Mailing Address : 222 Carmen Lane

V4. City State (two-letter) Zip (include +4 if known) : Santa Maria, CA 93458

V5. Telephone Number : (805) 349-9600

V6. Contractor's Federal Tax ID Number (EIN or SSN) : 77-0159090

V7. Contact Person : Vince Giordano, Regional Director

V8. Workers Comp Insurance Expiration Date : 5/1/2008

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 4/1/2008

V10. Professional License Number : #

V11. Verified by (name of County staff) : Rhonda Macdonald

V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature :