



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
D-14

For the meeting of: October 6, 2009

Date: August 27, 2009
To: Board of Supervisors
From: Phillip R. Crandall
Director, Department of Health and Human Services
Subject: Approve Agreement of Transitional Housing Program - Plus Services with Redwood Community Action Agency

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve the Agreement between County of Humboldt and Redwood Community Action Agency, Youth Services Bureau, to provide Transitional Housing Program - Plus services for emancipated former foster youths.
- 2. Authorize the Chair to execute three (3) copies of the Agreement.
- 3. Direct the Clerk of the Board to return two (2) fully executed copies of the Agreement to the Director of the Department of Health and Human Services.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Amy Albert, Administrative Analyst II CAO Approval *Phillip Smith Hayes*

REVIEW: Auditor CRO County Counsel BT Personnel _____ Risk Manager g Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor **DUFFY**
Seconded by Supervisor **NEELY**
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

Dated: October 6, 2009
Kathy Hayes, Clerk of the Board

By: Jikki Burns

DISCUSSION:

Social Services Branch recommends the approval of an Agreement with Redwood Community Action Agency, Youth Services Bureau (RCAA-YSB) to provide Transitional Housing Program - Plus (THP-Plus). RCAA-YSB will provide services for up to eight (8) referred young adults who were either emancipated dependents or wards of the Juvenile Court. These former foster youth must be between 18 to 24 years of age and are eligible to participate in THP-Plus until their 25th birthday, for a total of 24 months. THP-Plus services are similar to those provided to Transitional Housing Placement Program (THPP) participants, and are geared toward this older population's needs. Contracted services with RCAA-YSB include housing, budgeting, education and training, and job search. RCAA-YSB will be using the following THP-Plus housing models: single-site permanent, scattered-site transitional, scattered-site permanent, and host family models.

FINANCIAL IMPACT:

The Agreement's annual cost of \$288,000.00 was included in the budget documents submitted by the department in Fund 1160 Budget Unit 508. The Transitional Housing Program - Plus (THP-Plus) program is paid with 100 percent State funds. There is no additional anticipated impact to the County General Fund.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board can choose not to approve the Agreement.

ATTACHMENTS:

1. Agreement with Redwood Community Action Agency.
2. Exhibit A: Redwood Community Action Agency's THP-Plus General Statement - August 2009.
3. Exhibit B: Redwood Community Action Agency's THP-Plus Participant Agreement.
4. Exhibit C: Redwood Community Action Agency's Program Policies.
5. Exhibit D: YOUTH ADVOCATE (THP-Plus) Job Description
6. Exhibit E: County of Humboldt HIPAA Business Associate Agreement.

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 6th day of October, 2009, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Redwood Community Action Agency. (hereinafter, CONTRACTOR), a non-profit corporation.

RECITALS

WHEREAS, COUNTY desires to retain a Contractor to provide the following services:

Provide Transitional Housing Program – Plus (THP-Plus) services, as set forth in COUNTY'S THP-Plus plan, to referred, eligible, transitioning young adults, who were previously dependents or wards of the Juvenile Court and emancipated from foster care, ages 18 to 24, to enable them to obtain the skills and abilities necessary for self-sufficiency; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is an agency with employees qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of nine (9) pages, Exhibit B, consisting of one (1) page, Exhibit C, consisting of five (5) pages, and Exhibit D, consisting of (2) pages, which

exhibits are attached hereto and incorporated by reference. Said exhibits describe the work to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence upon Board of Supervisors approval and terminate on June 30, 2010.

COUNTY has the option to extend this Agreement upon the same terms and conditions for two (2), one-year (1-year) terms. Said option may be exercised by COUNTY giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to CONTRACTOR Thirty (30) days prior to the end of the initial term of the Agreement.

3. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services performed and costs incurred under this Agreement shall not exceed the sum of Two Hundred Eighty-eight Thousand Dollars (\$288,000.00), and CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The participant rates and costs shall be Three Thousand Dollars (\$3,000.00) per month, not to exceed Thirty-six Thousand Dollars (\$36,000.00) per fiscal year for each participant as set forth in the Budget attached hereto as Exhibit A and incorporated by reference. The allocation of resources is flexible. County and Contractor may allow up to 8 participants in any month during the contract provided annual expenses do not exceed the contract amount.

4. PAYMENT

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty days after receipt of the invoice.

5. COUNTY RESPONSIBILITIES

COUNTY shall identify and screen eligible participants in accordance with the process set forth in the County Implementation Plan's "Referral and Screening Process," section described in Exhibit A. COUNTY will refer monthly no more than twelve (12) eligible participants to CONTRACTOR during the term of this Agreement. COUNTY shall assess and evaluate participant outcomes as set forth in the County Implementation Plan's, "Assessment, Outcome and Evaluation," section described in Exhibit A, which is attached hereto and incorporated by reference. Said exhibit describes the responsibilities to be performed by COUNTY under this Agreement.

6. BOOK OF RECORD AND AUDIT PROVISIONS

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and federal audits are completed, whichever is later. The books and records shall be original

entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and federal representatives, during normal business hours, upon five (5) working days notice.

- B. CONTRACTOR will permit COUNTY, State and/or federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

7. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or

conditions enacted by the federal and/or State Governments that may affect the provisions, terms or funding of this Agreement.

8. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:

(1) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$3,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain or

be endorsed with the following provisions:

- a. The County, its officers, officials, employees, and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers.
- b. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by mail.
- c. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- d. For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.

- e. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (2) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.
 - (3) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, officials, employees, and volunteers and provide for thirty (30) days prior written notice in the event of cancellation.
- C. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any

deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance and CONTRACTOR agrees to pay the cost of said insurance. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to COUNTY.

9. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

10. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

11. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

12. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

13. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

14. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

15. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are

non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

16. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal or state financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for

compliance with the requirements of this paragraph and Division 21.

17. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter.

Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

18. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

19. TERMINATION FOR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of County, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

20. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any

ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

21. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 22, Notices.

22. NOTICES

Notices shall be given to COUNTY at the following address:

Director

Humboldt County Department of Health & Human Services

Social Services Branch

929 Koster Street

Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Redwood Community Action Agency

Attention: Executive Director

904 G Street

Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

23. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

24. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable federal, state and

local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

25. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

27. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

28. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the

enforceability of any other provision of this Agreement.

29. NO WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

30. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

31. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

33. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)

CONTRACTOR shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will

comply with the Business Associate requirements set forth in Exhibit E,
consisting of five (5) pages.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

(SEAL)

ATTEST:

CLERK OF THE BOARD:

BY *Nikki Durner*

COUNTY:

BY *Jimmy Smith*

CHAIR, BOARD OF SUPERVISORS

COUNTY OF HUMBOLDT

STATE OF CALIFORNIA

CONTRACTOR:

BY *Peter J. Waller, Acting (E)*

Executive Director, Redwood Community Action Agency

CONTRACTOR:

BY *John Smith*

President of the Board, Redwood Community Action Agency

APPROVED AS TO FORM:
COUNTY COUNSEL

BY *[Signature]*
DEPUTY COUNTY COUNSEL

INSURANCE CERTIFICATES
APPROVED

BY *[Signature]*
RISK MANAGER



Simpson-Vance House 1892

Redwood Community Action Agency

Transitional Housing Program Plus
General Statement
RCAA
August 2009

1. Program Purpose and Mission

The RCAA/Youth Services Division (RCAA/YSB) proposes building on the strengths of its existing transitional program to include services to former foster transition-age youth per the guidelines of the THP-Plus Program. Specifically, we will provide affordable housing and comprehensive supportive services for up to 24 months to help eight former foster care and probation transition-age youth, ages 18-24, make a successful transition from out-of-home placements to independent living.

Participants will live independently in a variety of settings and receive a continuum of supportive services from within the community, including the Independent Living Skills Program, CWS Social Workers, CYFS, Adult Mental Health, YSB case management and residential support staff, mentors, community volunteers, and other local service providers to ensure that they acquire and practice skills that will help them to move from dependence to independent living in the community.

2. Outreach and Recruitment

Population to be Served

THP-Plus eligible transition-age youth are young adults who have emancipated from foster/probation care and are 18 through 24 years old, and are pursuing the county-approved goals they have developed in the STEP/THP-Plus TILP.

The RCAA/YSB staff will emphasize that THP-Plus is a “no-fail” program and the amount of time a youth may participate in the program depends upon the youth’s maturity level.

The maximum time for participation in the program will be 24 cumulative months. RCAA/YSB will not discriminate based on race, gender, sexual orientation, or disability.

The program will be voluntary and intended for young adults that have the capacity to safely reside in semi-supervised and unsupervised settings

Admission Procedure

Potential eligible participants will be identified jointly by ILSP and Child Welfare Services workers, Probation officers, and RCAA/YSB workers.

To initiate admission to the THP-Plus Program, an applicant must first attend an Information Session. During the Information Session the prospective participant has the opportunity to see the facility or apartment and meet with the RCAA/YSB THP-Plus Youth Advocate and, if possible, a current participant. Applicants will be encouraged to ask questions and state concerns. Interested applicants will be given a checklist to assist them in applying and being admitted into the program.

The second step of the process is a face-to-face Individual Assessment with the RCAA/YSB THP-Plus Youth Advocate. At this time a background questionnaire is completed and the strengths and needs as identified by the ILP social worker or probation officer are reviewed. During this meeting the applicant and Youth Advocate have the opportunity to look at the presenting issues in the areas of: education, substance abuse, family issues, financial issues, physical and mental health, job readiness, basic life skills, and applicant initiated short and long-term goals. During the assessment the Youth Advocate and transition-age youth discuss whether the program's housing options are appropriate for that individual.

The third step is a consultation between the RCAA/YSB Youth Advocate and referring agency personnel (ILSP, Social Worker, Probation Officer) to review the applicant's needs and strengths, and the plan established in the TILP. A contract will be prepared for applicants accepted into the program that clearly identifies expectations, program requirements and policies, and participant rights and responsibilities. Move-in can be expected within one week of this step or when a space becomes available.

There are occasions when RCAA/YSB does not want to accept an applicant into the program. In such rare instances, a meeting will be held between representatives of RCAA/YSB, CWS, and Probation to discuss reasons for denial of admittance and to consider any evidence to suggest RCAA/YSB accepting a transition-age youth's admittance. Denial of a transition-age youth's admittance into the program does not preclude reapplying at a later date.

3. Program Models

RCAA/YSB will utilize the following THP-Plus models:

- a. Single-site transitional:** Participants will live in housing at a single location owned by RCAA. One site with six beds is available. This site is designed for participants who initially will require more support and supervision. Each individual participant will have their own room. RCAA/YSB will provide basic furnishings in the single-site house. This will include normal house furnishings including beds, dining table, couch/chairs. These items will remain on-site and be

used by future THP-Plus participants. THP-Plus supportive services and rental subsidies will be provided for a period up to 12 months at which time the participant would move to higher level of independent living for up to another 12 months.

- b. Scattered-site transitional:** Participants will live in housing located in their local community that is owned or leased by RCAA/YSB or by other property landlords as need arises. THP-Plus supportive services and rental subsidies will be provided for a period up to 24 months. The participant would be given assistance locating and moving into permanent housing at program exit.
- c. Scattered-site permanent:** Participants will live in housing located in their local community that is owned or leased by RCAA/YSB or by other property landlords as need arises. THP-Plus supportive services and rental subsidies will be provided for a period up to 24 months. The participant may continue to live at the unit upon exit from the program.
- d. Host Home:** Participants will continue to live with their foster family placement or with another caring adult with whom they have a permanent connection. THP-Plus supportive services and rental subsidies will be provided for a period up to 24 months. The participant would be given assistance locating and moving into permanent housing at program exit.

The single-site transitional model is designed for participants who initially will require more support and supervision. The scattered-site transitional and permanent models will be available for transition-age youth who graduate out of the single-site model by demonstrating positive progress towards self-sufficiency or who are assessed at intake as capable of functioning in a less structured environment.

The existing RCAA/YSB owned single-site location is located in the Eureka area with good access to public transportation lines and local supportive services.

RCAA/YSB will utilize agency owned scattered-site apartments and/or master-lease units. Every effort will be made to ensure that participants remain in their community and that the units offer good access to public transportation lines.

In all program models, each participant will have their own bedroom.

4. Program Service Components

RCAA/YSB will include the following required supportive services components in our program:

- a. Coordination with the Independent Living Skills Program:**
The RCAA/YSB THP-Plus Youth Advocate will meet weekly with the County ISLP coordinator, probation officer, and CWS social worker to ensure coordination of effort in monitoring each participant's progress on the Transitional Independent Living Plan (TLIP). Coordination of services for participants who are 21 or older may include an Adult Services Worker from DHHS to ensure the participant's transition from the youth system of care to the adult system of care.
- b. Case Management:** A RCAA/YSB THP-Plus Youth Advocate will provide brokerage and support services to each participant that will include, but not be limited to, assisting the participant in accessing community resources, transportation to appointments, help with preparing nutritional menus, shopping, and budgeting/money management.
- c. 24-hour Crisis Intervention:** The RCAA/YSB 24-hour Youth and Family Crisis Hotline will be available to all program participants. Trained hotline workers will be available for immediate support and assistance as needed.
- d. Individual and Group Therapy:** Participants requesting or identified as having a need for counseling will be assisted in accessing and obtaining these services. RCAA/YSB will be responsible for providing resources for participants to get to their appointments.
- e. Educational Advocacy and Support:** All participants requiring educational advocacy and support will be provided a stable, uninterrupted, needs-appropriate, high quality education that supports and encourages their academic success. As per guidelines of The California Connected by 25 Initiative (CC25I), this will be a shared responsibility between CWS, local school districts, College of the Redwoods, Humboldt State University, and the THP-Plus provider. The program recognizes the importance of educational achievement as a means towards avoiding poverty in the future and places high school graduation and/or career education as a primary goal. Transition-age youth completing a high school degree will be encouraged and supported to pursue vocational training or higher education (Junior College and/or College) and will be provided

assistance in enrollment, securing financial aid, and obtaining dorm housing.

- f. Job Readiness Training and Support:** The program will assist, if appropriate, participants with linkages to the primary employment training programs in the community, including, but not limited to, the Employment Training Department, Youth Program Operators through the Workforce Investment Board/Youth Council, the Step-Up program, Youth Job Club (ages 18-21), Job Club (ages 22-23) and the ILP coordinators.
- g. Mentoring:** Participants will be linked with Northcoast Mentoring Project partners and Humboldt County Transitional Age Youth Collaboration (HCTAYC) activities as need and identified in their TILP.
- h. Services To Build and Support Relationships with Family and Community:** Participants will be encouraged to develop relationships in the community through volunteer service and participation in civic and cultural events.
- i. Assistance Finding or Maintaining Affordable Housing:**
A primary goal of the program is to help participants find and secure affordable housing that costs no more than 30% their gross income. The RCAA/YSB THP-Plus Youth Advocate will be responsible for helping the participant transition to permanent housing at the end of their tenure with the program.
- j. System of payment for utilities, telephone, and rent:** Each participant will receive a monthly payment to cover these expenses (see Budget). They will also receive on-going training on how to manage their monthly finances.
- k. Allowance to purchase food and other necessities:** Each participant will receive a monthly payment to cover these expenses (see Budget). They will also receive on-going training on nutrition and managing a monthly food budget.
- l. Apartment furnishings:** Participants will be responsible for furnishing their own apartments. RCAA/YSB will provide a bed for youth moving into a scattered-site apartment that will be theirs to take if they move to an unsubsidized living situation. The participant will be responsible for providing other furnishings; however, RCAA/YSB will assist Participant by requesting donations to the program.
Participants leaving an apartment will be responsible for moving furniture out; RCAA/YSB will provide assistance with the moving.

The RCAA/YSB THP-Plus Youth Advocate will assist each participant in developing a budget that includes comparative pricing and utilization of local second-hand stores.

- m. **Aftercare Services:** The RCAA/YSB THP-Plus Youth Advocate will be responsible for developing and monitoring an aftercare plan for each participant who exits the program. The plan will identify services needed and referrals made to community resources. Regular weekly contact will be maintained between the Youth Advocate and participant to review and update the aftercare plan. All exited participants will receive an open invitation to participate in a weekly (Thursday) support group offered by the program. Aftercare services will be provided for up to six months following exit from the program.
- n. **Permanency:** The RCAA/YSB THP-Plus Youth Advocate, working in coordination with CWS, ILP, and Probation staff, will ensure that all participants establish at least one lifelong connection to a caring, committed, and loving adult. The bond established between the participant and adult will serve to empower the participant to reach his/her full potential. Every effort will be made to find, engage, and offer known relatives the opportunity to be a part of the participant's life.

5. Special Considerations for Parenting Participants

Pregnant and parenting participants will require a higher level of supportive services than single participants. These participants will be housed in their own apartment and will receive additional services that will include assistance securing childcare, parenting education and support, public benefits advocacy, assistance with immunizations, well child visits, and school enrollment.

6. Monthly Budget with Breakdown of Services

a. Transition-age youth Allowance

| | |
|---|-----|
| • Utilities (trash, electric/gas) | 120 |
| • Telephone | 25 |
| • Laundry | 20 |
| • Food | 200 |
| • Supplies (cleaning, toiletries, etc.) | 40 |
| • Transportation | 50 |
| • Recreation | 50 |
| • Clothing | 50 |
| • Savings/Emancipation Fund | 150 |

| | |
|-------------------------------------|----------------------|
| • Personal Necessities | 50 |
| | Subtotal: <u>755</u> |
| b. Rental Cost | <u>600</u> |
| c. Personnel | |
| • Youth Advocate salary | 600 |
| • Program supervision | 100 |
| | Subtotal: <u>700</u> |
| d. Agency Amount | |
| • Administrative salaries/other | 600 |
| • Residential (on/off-site) Support | 345 |
| | Subtotal: <u>945</u> |
| Total Budget: 3,000 | |

Annual Budget - Fiscal Year 2009/2010 (10/1/09 - 6/30/10)

Number of Participants Served: 8
 Monthly Amount per Participant: \$3,000
 Total Annual Budget: \$216,000

As a new THP-Plus provider, we will work with the Humboldt County Department of Social Services to develop a detailed financial protocol and payment methodology satisfactory to both agencies. The RCAA Finance Director, YSB Director, and YSB Coordinator of Transitional Living Programs will represent RCAA in this process.

7. Staffing and Staff Development

The THP-Plus program will be staffed with a full-time Case Worker and two part-time Residential Counselors who will report directly to the YSB Manager of Transitional Living Services. (See Attached Job Descriptions, Exhibit D)

THP-Plus program staff will receive regular weekly consultation and supervision to support their work with transition-age youth and families. In addition, the program offers monthly issues-related trainings (e.g., child abuse identification and reporting, HIV/AIDS, etc.) that are relevant to transition-age youth. These trainings are provided by qualified in-house staff and other agencies and qualified individuals in the community. The

YSB Administrative Coordinator is responsible for organizing and scheduling cross-agency trainings that involve individuals from other organizations. These trainings occur on the fourth Monday of each month with all YSB staff participating. Trainings specific to transition-age youth will be limited to THP-Plus staff.

New staff must complete 20 hours of training specific to working with transition-age youth prior to working with program participants. The YSB Manager of Transitional Living Services is responsible for facilitating and documenting all training activities to ensure compliance with state and program regulations. Thereafter, staff must complete a minimum of 20 additional hours training annually.

Staff will be required to participate in trainings pertaining to State and County initiatives launched to ensure that former foster youth have access to a true continuum of supports during these transitional years and emerge as successful adults meaningfully engaged in their communities. Training will be provided by CWS, Mental Health, and appropriate initiative representatives and will include the following:

- California Permanency for Youth Project (CPYP)/Humboldt Offers Permanency for Everyone Project (HOPE)
- California Connected by 25 Initiative (CC25I)
- 3-5-7 Model: A Practice Guide towards the Preparation of Children for Permanency
- California Youth Connection
- HCTAYC

The RCAA/YSB THP-Plus Youth Advocate or his/her representative will attend Youth Transition Action Team meetings on a regular basis.

8. Outcome and Evaluation

RCAA/YSB agrees to use the required Efforts to Outcomes evaluation methodology to provide written quarterly reports with outcomes linked to the service components of the program. CWS will provide information and training for implementation.

**RCAA/Youth Service Bureau THP-Plus Program
Participant Agreement**

I agree that I will meet the following conditions while participating in the program:

- _____ 1. To be thoroughly knowledgeable of all agreements I sign. If I do not understand an agreement, I will ask my Case Manager for clarification.

- _____ 2. To attend school regularly and obtain a high school diploma or GED. Once these goals have been met, I will further my education through participation in junior college, college, trade school, or other vocational training.

- _____ 3. To continue participation in the County Independent Living Skills Program (ILSP). If I am 21 years of older, I agree to participate in appropriate adult services.

- _____ 4. To actively look for, obtain, and maintain a paying job.

- _____ 5. To attend weekly THP-Plus Program meetings with my peers.

- _____ 6. To meet with my Case Manager weekly to discuss progress made on my Needs and Services Plan.

- _____ 7. To refrain from using any illegal drugs.

- _____ 8. To refrain from using alcohol unless I have reached the age of 21.

- _____ 9. To refrain from bringing weapons into the program and from violent acts. This includes physical violence or threats of physical violence towards other residents, staff, guests, or myself.

Participant Signature

Staff Signature

Date

Date

**RCAA/Youth Service Bureau THP-Plus Program
Program Policies**

1. As set forth in Welfare and Institutions Code § 16522.1(a)(1), admission criteria for participants in the program 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, and work experience.
2. It is acknowledged that the provider may not discriminate based on race, gender, sexual orientation or disability, and youth who are wards of the court described in Section 602, and youth receiving psychotropic medications shall be eligible for consideration to participate in the program, and shall not be automatically excluded due to these factors.
3. RCAA shall adhere to strict employment criteria regarding employee's criminal background checks, age, drug/alcohol history, and experience working with this age group.
4. A training program shall be maintained to educate RCAA/Youth Service Bureau employees about characteristics of persons in this age group placed in long-term care settings, and designed to ensure that these employees can adequately supervise and counsel participants and provide them with training in independent living skills.
5. A detailed plan will be maintained for monitoring the placement of participants under RCAA/Youth Service care and their progress in achieving stated goals.
6. An allowance shall be provided to each participant and monitored by the YSB Case Manager that is adequate to purchase food and other necessities.
7. A system shall be developed for each participant to make payments of ongoing expenses such as utilities, telephone, and rent.
8. Policies, incorporating applicable provisions of Welfare and Institutions Code Section 16522.1 (30-911 (q)(23)) regarding all of the following:
 - a. Education requirements: Participants will be required to be enrolled in an educational program that can include completion of high school and a GED, junior college, college, or trade school. Decisions regarding participation in further educational activities will be made on a case-by-case basis based on the applicant's goals and TILP.
 - b. Work expectations: The participants will be required to actively seek employment within one month of beginning the program. The participant will be encouraged to work a minimum of 10 hours to a maximum of 40 hours per week depending on their unique TILP goals and objectives.

- c. Savings requirements: Participants will be encouraged to save 50 percent of his/her net wages that will be deposited in an interest bearing checking account for each participant.
- d. Emancipation Savings: \$150.00 will be deposited by RCAA/Youth Service Bureau per participant for each complete calendar month after the first 30 days of completion. The money will be deposited into an RCAA Trust Account. Emancipation savings will be forwarded to the participant upon departure. The emancipation fund will be withheld for excessive expenditures, to reimburse RCAA for those expenditures i.e. irresponsible use of the phone, property damage, and/or apartment damage.
- e. Personal Safety: Participants will be required to complete and pass all noted safety courses and comply with all safety rules contained in these policies. Safety orientation briefings will provide the participants instruction relating to their environment and how to handle certain situations in the home. Instruction regarding fire extinguishers, the operation of the stove and other appliances, etc. will be included in orientation.
- f. Overnight Visitors: Participants will be allowed to have overnight visitors at their own discretion. Overnight visits may not last for over three consecutive nights, however, unless specifically permitted by RCAA/Youth Service Bureau or the Rental Agreement.
- g. Participants may have as many visitors as they wish, but they will be expected to respect their neighbors with regard to the noise level and the actions of their visitors.
- h. Participants will be responsible for and held accountable for any problems or damages caused by their visitors.
- i. Visitors in possession of illegal drugs or under the influence of illegal drugs are not allowed in the apartments. Visitors under the age of 21 in possession of alcohol are not allowed in the apartments. In case of violations, legal authorities will be notified and the participant may be terminated.
- j. Weapons: The possession of firearms (i.e. rifle, shotgun or handgun) will not be permitted in apartments by residents or visitors. Pocketknives, hunting knives, etc. will not be considered weapons.
- k. Runaway youth are not allowed into the apartments at any time. Legal authorities will be notified immediately in the event a runaway is allowed into a participant's apartment.
- l. Emergencies: The YSB 24-hour hotline number will be made available to every participant. An emergency is anything requiring immediate attention or assistance from resources such as police, fire ambulance, or YSB staff. All participants will be provided with the opportunity to participate in First Aid courses as well as other noted safety courses within the first month of participating in THP-Plus. Each participant is required to find and post emergency telephone numbers for police, fire, ambulance,

and YSB staff. Those telephone numbers must be posted by the telephone. The landlord's telephone number will be posted for building problems or emergencies.

- m. Disciplinary measures: Consequences for program violations may include, but are not limited to: imposing curfews, visitor or other restrictions, monetary replacement costs for damaged property, and possible termination from the program. The RCAA/YSB THP-Plus Case Manager, CWS social worker/probation officer and ILSP coordinator will determine disciplinary action.
- n. Complaints from the landlord: Each participant is responsible for the condition of his or her apartment and for maintaining good relations with landlord, neighbors and roommate if sharing an apartment. Participants will immediately notify the RCAA/YSB THP-Plus Case Manager about complaints from the landlord or apartment management. In the event of a conflict with a participant and other resident, a plan will be developed to improve the situation. The landlord will be provided the YSB 24-hour hotline number.
- o. Pregnancy: A pregnant participant may continue her involvement in the program so long as she maintains appropriate progress. The participant will be provided the opportunity to receive medical attention, parent education courses and any other necessary services in regard to issues of pregnancy. Every effort will be made to involve fathers and promote family life.
- p. Housekeeping: Participants are responsible for the order and cleanliness of their apartments. Upon entry into the program, they will receive an orientation from the provider concerning standards and expectations for the apartment's cleanliness. A detailed cleanliness checklist, tools, and initial cleaning supplies will be provided.

Apartment Inspections: Program participants must allow the RCAA/YSB THP-Plus Case Manager, ILSP coordinator, CPS caseworker, county probation officer or regional center worker to inspect the apartments. These inspections can be random and unannounced. Participants are not authorized to change/add any apartment door locks. The apartment should be kept in a clean and orderly condition at all times. Food should be stored in proper containers and garbage removed regularly. Any problems in the apartment (such as plumbing problems, leaks, damages, pest problems, etc.) must be reported immediately to the apartment manager and/or RCAA/YSB THP-Plus Case Manager. Continuous failure to maintain a reasonably clean apartment may lead to termination from the program.

- q. Use of utilities and telephones: All THP-Plus apartments will have well-functioning water, electrical and heating systems. Participants will receive orientation regarding basic home maintenance and minor repairs. Participants will be responsible for providing their own telephone services and will be offered assistance in choosing plans that are appropriate to their budget.
- r. Budgeting: The RCAA/YSB THP-Plus Case Manager will assist each participant in developing a budget and paying his/her monthly bills. Checks will be issued by the RCAA Finance Department to each participant for their monthly rent and budget

stipend. The Case Manager will receive the checks and provide guidance to each participant in paying his/her bills and maintaining receipts. On-going training will be provided on how to use a checkbook and balance it every month.

- s. Care of furnishings: An inventory of furnishings will be made at the time the participant occupies the apartment. When the participant leaves the program, a new updated inventory will be taken to validate that all furnishings are present. Those items that have been purchased by the participant are his/her personal property and will be validated as such by the ending inventory and by proof of purchase (receipts) accumulated by the participant.
- t. Decorating of household: Participants will be encouraged to purchase items that contribute to their sense of comfort and feeling of home. Participants will also be encouraged to design living space to their own liking, as long as changes do not violate the provisions of the lease.
- u. Transportation and vehicles: A participant may have his/her own car only if they have a valid drivers license and maintain sufficient insurance (state required minimums). The ILSP coordinator and RCAA/YSB THP-Plus Case Manager must be given a copy of the participant's driver's license and insurance policy certificate. Transporting of passengers will follow the state mandated guidelines. When transporting participants, the provider will assure that participants and their children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a). Driving a vehicle uninsured or unlicensed may result in termination from THP-Plus.
- v. Lending or borrowing money: Participants will not borrow or lend money.
- w. Unauthorized purchases: Before entering into contractual agreement such as credit cards, auto loans, rental or purchase agreements, the participant will meet with the RCAA/YSB THP-Plus Case Manager, CWS social worker or probation officer, and ILSP worker to discuss the contract or purchase and incorporate the additional expense into their budget.
- x. Grounds for termination may include, but shall not be limited to: illegal activities, including the use of alcohol or other drugs, theft, destruction of property, refusal to participate in drug testing if required, harboring runaways, not following program rules/agreements, refusal to cooperate with staff, failure to progress or meet agreed upon goals, misuse of allowance or personal money, violating visitation policy or curfew, threatening staff, poor school performance, expulsion from school, eviction from apartment, and not returning home for the evening.

REDWOOD COMMUNITY ACTION AGENCY
Youth Service Bureau Division

YOUTH ADVOCATE (THP-Plus)

POSITION PURPOSE

Under the general supervision of the YSB Director or his/her designee, the Youth Advocate provides comprehensive case management to youth living in the THP-Plus supported housing program for foster youth aging out of the system. The Advocate and client work in partnership to identify and attain goals in the areas of employment and education, self-sufficiency skills, health and wellness, relationships, professionalism and personal advocacy. The position requires carrying a caseload of, on average, 8 young adults, and working with a team that fosters positive transitions and impactful outcomes for participants. Most of the work performed under this position will be in the field meeting youth in their apartments, on the job, or out in the community.

GENERAL RESPONSIBILITIES

Specific Tasks

- Create and deliver impactful service plans for youth that focus on achieving outcomes in the areas of education, employment, long-term housing, parenting, relationships and overall health.
- Conduct, at minimum, one-hour weekly meetings with all youth assigned to caseload to help participants identify and accomplish short and long-term goals.
- Coordinate with referral agencies, identify community resources, track participants progress, and develop creative ways for participants to practice and strengthen their independent living skills.
- For youth living in shared housing, conduct one-hour monthly roommate meetings to make sure that household bills are being paid, chores are shared evenly, and to address concerns and conflicts that may arise.
- Help participants move into supported housing. This includes helping youth secure and transport furniture, shop for home necessities, and locate resources in their community.
- Ensure that apartments meet minimum cleanliness standards by conducting bi-monthly apartment inspections.
- Support property management functions for the transitional housing program by acting as the link between program participants and the RCAA Property Manager and/or private Property Management company representative.
- Distribute monthly grocery money and transportation assistance to participants.
- Attend weekly supervision meetings with the YSB Residential Program Manager and clinical supervision with the LCSW Head of Services, and monthly Youth Services Division staff meetings.
- Enter all data on time and correctly to support program evaluation and outcomes tracking
- Ensure proper and timely documentation of services including written case notes
- Work collaboratively with colleagues across the organization, the Department of Health and Human Services/Child Welfare Services Branch, Probation Department, and other public and private agencies as directed.
- Other duties as assigned.

QUALIFICATIONS

- Bachelor of Arts in social work, psychology or related field.
- Three years of experience working with at-risk youth, preferably current and former foster youth or runaway and homeless youth.
- Experience working with youth who have mental health and substance abuse issues.
- Experience in creating and delivering impactful service plans for participants.
- High level of personal accountability for the quality and impact of work.
- Excellent communication skills, professional demeanor, sound judgment, and strong organizational skills.
- Strong clinical skills, and/or a desire to learn more about the effects of the child welfare system on the lives of youth and young adults.
- Experience in a youth development model, asset-based relationship building, and experience in motivating youth.
- Willingness to work collaboratively, but with the capacity to work independently.
- Must be willing to provide written acknowledgement to insure and protect agency, employee, and client confidentiality and safety.
- Must have means and capacity to perform job related work with personal vehicle, as may be required, and must have proof of current automobile insurance.
- Possession of valid California's Driver's License with current DMV printout showing acceptable driving record.
- Proficiency in Microsoft Office programs, particularly Word and Excel.
- Experience and/or training that can be directly related to the required job responsibilities may be substituted for education on a year-for-year basis

EXECUTIVE DIRECTOR

DATE

HUMAN RESOURCES MANAGER

DATE

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

I have read, understand and agree to perform the job functions as outlined above:

Employee Signature

Date

**COUNTY OF HUMBOLDT
HIPAA BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, Contractor, hereafter known as the Business Associate, may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations, including but not limited to 45 C.F.R. Parts 142, 160, 162 and 164, hereafter known as the Privacy Rule. The uses and disclosures of PHI may not be more expansive than those applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate.

Business Associate shall comply with, and assist County in complying with, the privacy requirements of HIPAA. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule.

If County becomes aware of a pattern of activity that violates this Agreement and reasonable steps to cure the violation are unsuccessful, County must terminate the contract, or if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.

1. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Business Associate may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of

which it is aware in which the confidentiality of the information has been breached.

Business Associate may use PHI to provide adequate and appropriate staff services for chronically mentally ill adults, related to the health care operation of the County.

2. AMENDMENT(S) TO PHI

Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the County or an individual, and in the time and manner designated by the County, in accordance with 45 C.F.R. § 164.526.

3. DOCUMENTATION OF USES AND DISCLOSURES

Business Associate 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 C.F.R. § 164.528.

4. ACCOUNTING OF DISCLOSURE

Business Associate shall provide to the County or an individual, in time and manner designated by the County, information collected in accordance with 45 C.F.R. § 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 C.F.R. § 164.528.

5. RECORDS AVAILABLE TO COUNTY AND SECRETARY

Business Associate shall make internal practices, books and records related to the use, disclosure, and privacy protection of PHI received from County, or created or received by the Business Associate on behalf of the County, available to the County or to the Secretary of the U. S. Department of Health and Human Services for purposes of the Secretary determining the County's compliance with the Privacy Rule, in a time and manner designated by the County or

the Secretary.

6. DESTRUCTION OF INFORMATION

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from the County, or created or received by the Business Associate on behalf of the County. This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that the return of the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, or any of its agents or subcontractors, maintains such PHI.

7. FURTHER DISCLOSURE OF PHI

Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

8. SAFEGUARD OF PHI

Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

9. UNAUTHORIZED USE OR DISCLOSURE OF PHI

Business Associate shall report to the County any use or disclosure of the PHI not provided for by this Agreement.

10. MITIGATION OF DISALLOWED USES AND DISCLOSURES

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement.

11. AGENTS AND SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the County, shall comply with the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

12. ACCESS TO PHI

Business Associate shall provide access, at the request of the County, and in the time and manner designated by the County, to the County or, as directed by the County, to PHI in a designated record set, to an individual in order to meet the requirements of 45 C.F.R. § 164.524.

13. AMENDMENTS TO BUSINESS ASSOCIATE AGREEMENT

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

14. MATERIAL BREACH

If County becomes aware of a pattern of activity that violates this Agreement and reasonable steps to cure the violation are unsuccessful, County must terminate the contract, or if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.

15. SURVIVAL

The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

16. INTERPRETATION

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