



COUNTY OF HUMBOLDT

AGENDA ITEM NO. **C12**

For the meeting of: December 12, 2017

Date: April 21, 2017

To: Board of Supervisors

From: Connie Beck *CB*  
 Director, Department of Health and Human Services – Social Services

Subject: Agreement between the Humboldt County Department of Health and Human Services and the Redwood Community Action Agency for the Transitional Housing Program - Plus

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between County of Humboldt Department of Health and Human Services (DHHS)-Children and Family Services and Redwood Community Action Agency (RCAA), Youth Services Bureau (YSB), to provide Transitional Housing Program – Plus (THP-Plus);
2. Authorize the Chair to execute three (3) originals of the agreement;
3. Authorize the DHHS Social Services Director to exercise the options to extend the agreement on behalf of DHHS-Children and Family Services, under the same terms and conditions, for fiscal year 2018-2019 and fiscal year 2019-2020;
4. Authorize the DHHS-Social Services Director to amend program elements of the agreement as necessary for fiscal year 2017-2018, fiscal year 2018-2019 and fiscal year 2019-2020 after review and approval by County Counsel and Risk Management; and
5. Direct the Clerk of the Board to return two (2) fully executed originals of the agenda item and

Prepared by Katie Collender Staff Services Analyst - SSB CAO Approval *Cashua Ho*

REVIEW: Auditor *WJL* County Counsel *Sm* Personnel \_\_\_\_\_ Risk Manager *KKR* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
 Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
 Board Order No. D-14, C-31, C-29  
 Meeting of: 08/27/09; 06/22/10, 06/24/14

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 12/12/17  
 By: *[Signature]*  
 Kathy Hayes, Clerk of the Board

agreement to Department of Health and Human Services-Contract Unit for forwarding to DHHS-Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1110

DISCUSSION:

This agreement between the Humboldt County DHHS and RCAA-YSB will provide THP-Plus services for up to five (5) referred young adults 18 to 24 years of age who were either emancipated dependents or wards of the Juvenile Court. THP-Plus services are similar to those provided to Transitional Housing Placement Program (THPP) participants, and are geared toward this older population's needs. The goal of this program is to reduce homelessness among former foster youth by providing support finding and maintaining safe and affordable housing. While in the program, youth will be given valuable independent living skills, supportive services, job training and educational support. 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. This program has contracted with RCAA-YSB since August 2009.

The attached agreement comes to the Board after the start date thereof due to delays that occurred during the negotiation process. A letter of intent, executed June 28, 2017, allowed these vital services to continue.

FINANCIAL IMPACT:

The maximum expenditures allowable under this agreement is \$197,840. The annual cost of \$197,840 has been included in the proposed budget for Fiscal Year 2017-18 in Fund 1110; Budget Unit 518. This agreement will have no impact on the General Fund.

This agreement supports the Board's Strategic Framework by helping ensure continued opportunities for improving safety and health and by protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this agreement. This action is not recommended due to the large homeless population of former foster youth ages 18 to 24.

ATTACHMENTS:

1. Agreement with Redwood Community Action Agency (RCAA) for the Transitional Housing Program - Plus (3 originals)



Humboldt County  
Department of  
Health & Human  
Services  
People helping people  
live better lives

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COMMUNITY ACTION AGENCY**

This Agreement, entered into this 12<sup>th</sup> day of December, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California not for profit, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to provide Transitional Housing Program-Plus services for emancipated and former foster youth; 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 has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein. 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 providing 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. The Board of Supervisors of Humboldt County will authorize the DHHS Director of Social Services to exercise the option to extend the Agreement.

3. TERMINATION:



- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Ninety-Seven Thousand Eight Hundred and Forty Dollars (\$197,840.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services  
Attention: CB Unit, DHHS-CFS  
507 F Street  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services  
Attention: Director  
929 Koster Street  
Eureka, CA 95501

CONTRACTOR: Redwood Community Action Agency  
Attention: Executive Director  
904 G Street  
Eureka, CA 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health

Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR’s provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.



- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it 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 subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, 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 COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. 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.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 thereof. COUNTY is also hereby authorized with the

discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: Redwood Community Action Agency  
Attention: Executive Director  
904 G Street  
Eureka, CA 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement, including, but not limited to, the applicable local System of Care provisions set forth in Exhibit C – Local System of Care, which is attached hereto and incorporated herein by reference. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included

herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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 permitted assigns.

24. WAIVER OF DEFAULT:

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. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to



CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it 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.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. 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 the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" 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.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

~~TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:~~

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

*Executive Director + Finance Director*

**REDWOOD COMMUNITY ACTION AGENCY:**

By: *Val M J*

Date: *11/13/17*

Name: *Val Martinez*

Title: *Executive Director*

By: *AE Clini*

Date: *11/13/17*

Name: *Don Clini*

Title: *FISCAL DIRECTOR*

**COUNTY OF HUMBOLDT:**

By: *Virginia Bass*

Date: *12/12/17*

Virginia Bass  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

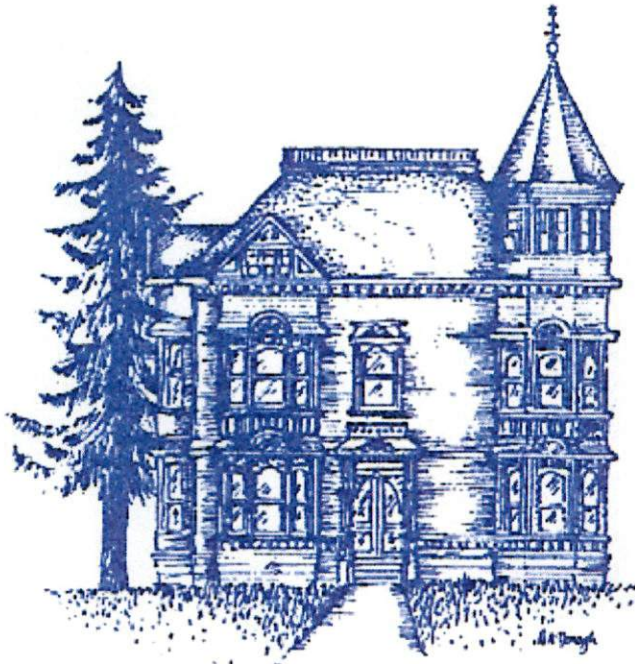
Date: \_\_\_\_\_

Risk Analyst

**LIST OF EXHIBITS:**

- Exhibit A – General Statement
- Exhibit B- Scope of Services
- Exhibit C – Schedule of Rates

Exhibit A



Simpson-Vance House 1892

# **Redwood Community Action Agency**

**Transitional Housing Program Plus  
General Statement  
RCAA  
August 2009**

# Exhibit A

## 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 or the maximum allowable by law to help five former foster care and/or probation transition-age youth, ages from 18 to 24 or the maximum age allowable by law, 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 or the maximum age allowable by law, and are pursuing the county-approved goals they have developed in the STEP/THP-Plus Transitional Independent Living Plan (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 up to 24 (or the maximum allowable by law) 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



## Exhibit A

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 may utilize all or some of the following THP-Plus models:

- a. **Single-site transitional:** Participants will live in housing at a single location owned by RCAA. One site with three 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 the duration of their time.
- b. **Scattered-site transitional:** Participants will live in housing located in their local community that is either owned or leased by RCAA/YSB or leased by the THP-Plus participant. THP-Plus supportive services and rental subsidies will be provided. 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 the THP-Plus participant. THP-Plus supportive services and rental subsidies will be provided. 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. 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.

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 communicate monthly in either in person or via email with the County ISLP coordinator to ensure coordination of effort in monitoring each

## Exhibit A

participant's progress on the Transitional Independent Living Plan (TLIP). There will also be a quarterly meeting with the County ILP Coordinator, ILP Supervisor and other County representatives. 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. Mental and Physical Health:** Participants requesting or identified as having a need for counseling or medical care will be assisted in accessing and obtaining these services through the provider of their choice. 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 Humboldt County Peer Coaches and Humboldt County Transitional Age Youth Collaboration (HCTAYC) activities as needed and identified in their TLIP. Program participants will also be offered the opportunity to meet with existing and/or former THP-Plus participants to learn about the program from their perspective. This will only occur with the permission of the existing and/or former participant.
- 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. Youth will be encouraged to explore hobbies and engage in pro-social activities of their choosing.
- 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.

## Exhibit A

- 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.
- o. **Freedoms:** Each participant will have the greatest freedom possible to prepare for self-sufficiency.
- p. **Complying with Laws:** The program will comply with applicable federal, state, and local housing laws and fire clearance requirements (including landlord tenant laws).
- q. **Fair Rules:** Tenants have 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 or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.

### 5. Special Considerations

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.

Youth identifying as Native American will be provided with local resources for Native American youth. Participation in these services will be encouraged.

### 6. 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

## Exhibit A

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:

- Mental Health Awareness
- Aftercare relationships
- Trauma Informed Care
- Domestic Trafficking
- LGTBQ
- Positive Youth Development
- John Burton Foundation webinars/trainings
- California Youth Connection
- HCTAYC
- TIP (Transition to Independence Process Model)
- Adolescent Brain Development
- Foster Youth Rights
- Nutrition and Healthy Lifestyles

### **7. Assessment, Outcome and Evaluation**

1. RCAA will administer a questionnaire provided by county to youth on a quarterly basis, and upon program entry or exit.
2. There will be annual and quarterly reports that will be completed by RCAA and sent to the designated county recipient.
3. RCAA will attend a monthly meeting and provide information upon request on each individual youth's progress and outcomes to the SSB Independent Living Program.
4. RCAA will attend a quarterly meeting with county representatives to assess program effectiveness.
5. RCAA will do their best to ensure that the youth leaving the THP Plus program have a successful transition.
6. RCAA will arrange with participants to maintain contact with THP-Plus staff for six months after graduating from the program.

# Exhibit A

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

As a participant of this program:

1. I agree to respect the rules outlined in the household agreement, rental agreement and/or lease.
2. I understand that possession, use or sale of illegal drugs or alcohol is prohibited and not allowed while in the program. If 21 or over, alcohol and marijuana use is at my discretion.
3. I understand that I am not allowed to have any weapons or simulated weapons in the household or at any meeting or activity that involves THP-Plus participants or staff.
4. I will not use physical violence or make threats of violence or harass neighbors, program staff, household members, or other participants
5. I understand I am financially liable for any damages where I reside. If YSB pays security deposit, money may be deducted from my emancipation fund in the event of damages to property.
6. I understand that I am responsible for the behavior of my visitors. This includes noise volume, illegal activity, damages to property and violence.
7. I understand that my program participation is contingent on meeting program expectations. This includes but not limited to:
  - a. Meeting weekly with the YSB Caseworker
  - b. Following the rental agreement/lease
  - c. Actively pursuing the goals in my case plan/ILP within designated time frames
  - d. Maintaining full-time productivity (at least 35 hours per week). Productivity includes school, employment or volunteering.
8. I understand that YSB will only enter the residence for weekly meetings, in cases of emergency, and/or with 24-hour notice if entry is required for any other reason.
9. I understand YSB will make its best effort to assist me with relocating if my current residence is a risk to my safety or I am aging or *timing out* of the program. I understand if I am not the lease holder, I likely cannot remain in the apartment owned or leased by YSB once I'm out of the program.
10. I agree to use THP Plus funds for their sole designated purpose and to save 50% of my income unless other arrangement is made with my Case Manager or ILS staff.
11. I have received the monthly rent calculations worksheet and understand the amount of rent I need to pay each month. I agree to pay my rent by the designated due date.

I have read and understand the above agreements and requirements for participating in the Youth Services Bureau's THP-Plus program. I agree to follow all the above requirements and understand failure to follow the above agreements may result in exit from THP Plus.

---

Participant

Caseworker

## Exhibit A

### RCAA/Youth Service Bureau THP-Plus 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. The contractor will invoice the County for THP-Plus a flat monthly rate of \$9,411.67. An additional \$1,415.00 will be billed on a prorated basis per youth in the program. Participation will not exceed five youth at a time. Partial month placements will be pro-rated for the number of days a youth is in the program, including the entry date and excluding the exit date.
9. 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 encouraged 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 encouraged 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. Personal Savings: 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 calendar month, with a prorated payment for any partial months. Upon the thirteenth (13<sup>th</sup>) month of participation the rental subsidy begins to decrease, as mentioned in the Scope of



## Exhibit A

Services. The amount of decrease will be deposited into their emancipation fund. 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 utilities, property damage, and/or apartment damage. If RCAA/YSB pays the initial security deposit on behalf of the youth, any difference in the amount returned upon move-out will be deducted from the emancipation savings account.

- 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 as long as this does not violate the terms of their lease agreement. 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

## Exhibit 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 in RCAA owned or leased units 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 driver's 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 between individuals.

## Exhibit A

- w. **Unauthorized purchases:** Before entering into contractual agreement such as credit cards, auto loans, rental or purchase agreements, the participant is encouraged to 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.

# Exhibit A

## **REDWOOD COMMUNITY ACTION AGENCY**

### **Youth Service Bureau Division CASE MANAGER / (THP-Plus Program)**

#### **POSITION PURPOSE**

Under the general supervision of the YSB Director, and the direct supervisor by the Program Manager, or their designee, the THP+ Case Manager provides comprehensive case management to youth living in the “THP-Plus” supported housing program for foster/probation youth aging out of the system. This position will also provide support/case management to YSB residential staff and YSB clients who are runaways, homeless, at-risk, and their families, with a primary goal of family reunification, stable housing and prevention of referred youth entry into the juvenile justice system. The Case Manager and client will 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, 12 active youth and up to 12 aftercare youth cases; 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. This position may be required to act as Facility Manager in her/his absence.

#### **ESSENTIAL JOB FUNCTIONS**

##### Specific Tasks

- Create and deliver impactful service plans and direct assistance for youth that focus on achieving outcomes in the areas of education, employment, hygiene, apartment cleanliness, recreation, 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 participant’s 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 Head of Clinical 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.
- Maintain Title XIX (Medi-Cal) case notes, records and program compliance
- Be available to answer incoming calls and greet people at the door
- Other duties as assigned.

#### **JOB REQUIREMENTS**

##### Knowledge of and Experience With:

- Working with youth who have mental health and substance abuse issues.
- Creating and delivering impactful service plans for participants.
- High level of personal accountability for the quality and impact of work.
- A youth development model, asset-based relationship building, and experience in motivating youth.

## Exhibit A

- Must have excellent communication skills, professional demeanor, sound judgment, and strong organizational skills.
- Proficiency in Microsoft Office programs, particularly Word and Excel.

### Ability To:

- Communicate effectively in written and oral form;
- Demonstrate 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.
- Work collaboratively as a team, but with the capacity to work independently.
- Communicate/relate with individuals of various cultures, ethnicity, philosophical views, background, income levels and communication skills.
- Establish and maintain cooperative and effective relationships with agency staff, personnel of other agencies, funding source representatives and the local service population.
- Project professionalism at all times and maintains a professional standard regarding Code of Ethics Policies.
- Ensure and protect Agency, employee, program and client confidentiality and safety; and follow all protocols and procedures defined by this Agency and/or State and Federal laws to achieve this protection.
- Provide emergency field response and on-call after hours on a rotating basis. Ability to arrive to work within 30 minutes of receiving call.

### **MINIMUM QUALIFICATIONS**

- Bachelor of Arts in social work, psychology or related field
- One (1) year of experience working with at-risk youth, preferably current and former foster youth or runaway and homeless youth.

### **OTHER REQUIREMENTS**

- Must have means and capacity to perform job related duties with personal vehicle, as will 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.
- Submit to fingerprinting for criminal record clearance, background and child abuse index checks with acceptable results.
- Proof of current (within 1 year) negative TB test, or willingness to obtain one.
- Home telephone or other effective means of communication.
- Proof of required education (i.e. AA, BA, MSW, etc.)

### **ESSENTIAL PHYSICAL ABILITIES**

#### Employee must be able to provide the following with or without reasonable accommodation:

- Sufficient clarity of speech and hearing or other communication capabilities to enable the employee to communicate effectively
- Sufficient vision or other powers of observation to enable the employee to review a wide variety of materials in electronic or hard copy form
- Sufficient manual dexterity to enable the employee to operate a personal computer, telephone, and other related equipment
- Sufficient personal mobility and physical reflexes to enable the employee to safely lift, move or maneuver whatever may be necessary to successfully perform the duties of their position
- Sufficient personal mobility and physical reflexes to enable the employee to efficiently function in their assigned work environment, including, where applicable, the operation of motorized vehicles and equipment

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**EXECUTIVE DIRECTOR**

**DATE**

Exhibit A

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**HUMAN RESOURCES MANAGER**

**DATE**

***AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER***

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

Employee Signature

Date

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## Exhibit B

### **SCOPE OF SERVICES AGREEMENT BETWEEN HUMBOLDT COUNTY AND REDWOOD COMMUNITY ACTION AGENCY**

CONTRACTOR agrees to the following:

1. Identify and refer to ILP Coordinator potentially eligible transition age youth, ages 18 up to 24 years, who have emancipated from foster/probation care.
2. Provide THP-Plus services for up to five (5) youth at any time.
3. Utilize THP-Plus housing models, which may include single-site transitional, scattered-site transitional, scattered-site permanent, and/or host home.
4. Provide program supportive service components that include:
  - a. Coordination with the Independent Living Skills Program
  - b. Case Management
  - c. 24-hour Crisis Intervention
  - d. Mental and Physical Health
  - e. Educational Advocacy and Support
  - f. Job Readiness Training and Support
  - g. Mentoring
  - h. Services to Build and Support Relationships with Family and Community
  - i. Assistance Finding or Maintaining Affordable Housing
  - j. System of Payment for Utilities, Telephone and Rent
  - k. Allowance to Purchase Food and Other Necessities
  - l. Apartment Furnishings
  - m. Aftercare Services
  - n. Permanency/Establishing Life Log Connections
  - o. Freedoms to Prepare for Self-Sufficiency
  - p. Complying with Laws
  - q. Tenant Rights and Fair Rules
5. Provide supportive services to pregnant and parenting participants.
6. Sufficiently staff and train the THP-Plus program employees, including the YSB Manager of Transitional Living Services, a full-time Case Worker and two part-time Residential Counselors.
7. CONTRACTOR will administer a questionnaire provided by COUNTY to youth on a quarterly basis, and upon program entry or exit. This questionnaire will be due within fifteen days (15) of quarter end or within fifteen (15) days of entry/exit of youth from program.
8. Arrange with participants to maintain contact with THP-Plus staff for six months after graduating from the program.
9. Maintain the goal of at least 80 percent of the youth exiting the THP-Plus program have a successful transition, including stable/permanent housing.

## Exhibit B

### REPORTING REQUIREMENTS:

1. Provide quarterly and annual reports and questionnaires in a format to be provided by COUNTY after consultation with CONTRACTOR.
2. CONTRACTOR will contact the COUNTY Independent Living Program Coordinator monthly, either in person or via email, to assess participant progress. The dates of these contacts will be documented by CONTRACTOR in required reporting and/or client case file.
3. CONTRACTOR will meet quarterly with COUNTY Independent Living Program Supervisor, Coordinator and any other applicable COUNTY representatives to review program effectiveness.
4. Quarterly reports and questionnaires will be provided to COUNTY within fifteen (15) days of the end of the reporting period.
5. Annual reports will be provided to COUNTY within thirty (30) days of the end of the reporting period.

Reporting Due Dates		
Quarter	Dates Included	Report Due to DHHS
1	July 1 through September 30	October 15
2	October 1 through December 31	January 15
3	January 1 through March 31	April 15
4	April 1 through June 30	July 15
Annually	July 1 through June 30	July 30

CONTRACTOR will submit quarterly and annual reports to:

Humboldt County DHHS – Social Services  
Attention: Director  
929 Koster Street  
Eureka, California 95501

And to:

The Program Manger and Analyst assigned to the THP-Plus contract via email.

### COUNTY RESPONSIBILITIES

1. COUNTY will identify, screen and refer eligible youth to CONTRACTOR.
2. COUNTY will refer no more than five (5) eligible participants at any one time to CONTRACTOR during the term of this Agreement.
3. COUNTY shall assess and evaluate participant outcomes



**Redwood Community Action Agency  
Transitional Housing Placement Plus  
Budget**

**Estimated Budget Breakdown of Services**

**Youth Allowance (per youth per month)**

**Suggested Usage Breakdown**

• Rent	\$ 575.00
• Utilities (trash, electric/gas, phone)	\$ 145.00
• Laundry	\$ 30.00
• Food	\$ 250.00
• Supplies (cleaning, toiletries, etc.)	\$ 40.00
• Clothing	\$ 75.00
• Personal Necessities	\$ 50.00
• Transportation	\$ 50.00
• Recreation	\$ 50.00
• Savings/Emancipation Fund	\$ 150.00

<b>Subtotals:</b>	Monthly per youth	\$ 1,415.00
	Yearly maximum; 5 youth at all times	\$ 84,900.00

**Fixed Program Expenses (per month, any number of youth)**

**Salaries and Benefits**

(Case Manager, Residential Counselors, Program Manager and Division Director)

\$ 6,059.58

**Operating Costs**

(mileage reimbursements, staff trainings (CPR, First Aid, etc.) equipment costs, office space, communications, consumables (keys, locks, printer cartridges, postage, office supplies, etc) utilities, aftercare service, therapist consultation, social worker insurance and liability insurance)

\$ 1,201.67

**Agency Administration**

(RCAA HR and Administration, Fiscal Department, audit, risk management, etc.)

\$ 2,150.42

<b>Subtotals:</b>	Monthly	\$ 9,411.67
	Yearly	\$ 112,940.00

<b>Total</b>	<b>Contract not to exceed this amount</b>	<b>\$197,840.00</b>
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**Contract total is not to exceed \$197,840 per year. The minimum fixed cost billing is \$112,940.00.**

**Billing:**

RCAA will bill monthly for fixed expenses at the rate of \$9,411.67, plus prorated Youth Allowance of \$1,415.00 per youth in the program, not exceeding five youth at any time.

**THP-Plus Last Date of Payment:**

The last date of payment shall be the day preceding the day the child permanently leaves, is removed or runs away from an eligible facility.

## Exhibit C

CONTRACTOR agrees that the total maximum compensation for services performed and costs incurred under this Agreement per fiscal year shall not exceed the sum of One Hundred Ninety-Seven Thousand Eight Hundred and Forty Dollars (\$197,840.00).

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

COUNTY and CONTRACTOR may allow up to five (5) participants at any point during the contract, provided that annual expenses do not exceed the contract amount.

CONTRACTOR will provide the youth with a check for expenses at weekly check-ins. There will be four checks in each month, which will be for One Hundred and Seventy-Two Dollars and Fifty Cents (\$172.50) the value of the youth stipend without the emancipation fund or rental subsidy divided by four. The first check of the month will be for this amount plus the amount of rental subsidy a youth is owed. The One Hundred and Fifty Dollars (\$150.00) for the emancipation fund will be held by CONTRACTOR in the name of the youth until their exit from the program.

CONTRACTOR will make clear to participants that a large emancipation fund may affect eligibility for certain benefits. This will be explained to each participant before entering the program, and repeated throughout their enrollment. CONTRACTOR will be prepared to provide a letter explaining that this payment will only happen once, and should not be considered as recurring income.

Youth will receive a set, decreasing rental subsidy as they progress in the program.

1. Regardless of the actual monthly rent, participants will receive a Five Hundred and Seventy-Five Dollar (\$575.00) rent subsidy for the first twelve (12) full months in the program. Should their actual rent exceed this, they will be expected to pay the difference.
2. When a youth reaches their thirteenth (13<sup>th</sup>) month of the program, their Five Hundred and Seventy-Five Dollar (\$575.00) rental subsidy will be reduced by twenty-five percent (25%) to Four Hundred Thirty-One Dollars and Twenty-Five Cents (\$431.25). The remaining One Hundred Forty-Three Dollars and Seventy-Five Cents (\$143.75) will be deposited monthly into the youth's emancipation fund.
3. When a youth reaches their nineteenth (19<sup>th</sup>) month of the program, they will receive fifty percent (50%) of the Five Hundred and Seventy-Five Dollar (\$575.00) monthly rental subsidy, totaling Two Hundred Eighty-Seven Dollars and Fifty Cents (\$287.50). The remaining Two Hundred Eighty-Seven Dollars and Fifty Cents (\$287.50) will be deposited monthly into the youth's emancipation fund.
4. Youth who re-enter the program after a previous exit shall be reviewed by COUNTY and CONTRACTOR on a case-by-case basis to determine if the rental subsidy will continue or be reset. The justification for this decision must be documented in writing in their case file.

## Exhibit C

Pursuant to Paragraph 26 of this Agreement, should the parties desire to increase the maximum number of participants allowed during any month, this Agreement may be amended in writing to increase the budget, pending approval by the Humboldt County Board of Supervisors. The scheduled reduction in rental subsidy will be revisited by both parties annually to determine its efficacy, and may be amended as agreed upon by COUNTY and CONTRACTOR.

CONTRACTOR will comply with all reporting requirements as outlined in the Scope of Services.

CONTRACTOR will submit a monthly invoice for fixed expenses at the rate of Nine Thousand Four Hundred and Eleven Dollars and Sixty-Seven Cents (\$9,411.67). An additional One Thousand Four Hundred and Fifteen Dollars (\$1,415.00) will be billed monthly per participant, to equal no more than five participants in total.

Direct invoices to:

Attn: Fiscal/CWS Budget Analyst County of Humboldt  
Department of Health and Human Services  
507 F Street  
Eureka, CA 95501