

TLC Child & Family Services
 Agreement to Provide
TRANSITIONAL HOUSING PLUS SERVICES
 Funding Amount: **\$2,000,000**
 Term: **07/01/2024 to 06/30/2026**
 Agreement Number: FYC-TLC-THP-2426
 Funding Source: Child Welfare Realignment and California Department of Housing and
 Community Development

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2024 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and TLC Child & Family Services, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in transitional housing services and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Transitional Housing Plus Services;

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

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A: Scope of Work | <input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budget |
| <input checked="" type="checkbox"/> Exhibit C: Insurance Requirements | <input checked="" type="checkbox"/> Exhibit D: Assurance of Compliance |
| <input type="checkbox"/> Exhibit E: Additional Federal Requirements | <input type="checkbox"/> Exhibit F: Professional Licensure/Certification |
| <input type="checkbox"/> Exhibit G: Media Communications | <input type="checkbox"/> Exhibit H: Accessibility |
| <input type="checkbox"/> Exhibit I: Data System Requirements | <input type="checkbox"/> Exhibit J: Adverse Actions / Complaint Procedures |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI).

1.5.4. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5.5. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Two Million Dollars (\$2,000,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. *Payments* shall be made only upon the satisfactory completion of the services as determined by the County.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2024 to 06/30/2026 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and

further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$100,000 from the original Agreement amount, may be executed by the Department Head in a form

approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold

County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the

term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California

Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any actual or suspected security incident or actual or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or

generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
contracts@schsd.org

TO CONTRACTOR: TLC Child & Family Services
1800 Gravenstein Hwy, North
Sebastopol, CA 95473

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and

addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an

original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
TLC Child & Family Services

COUNTY OF SONOMA

By: _____
Name: _____
Title: _____
Date: _____



Digitally signed
by Susan Fette
for
Date:
2024.04.18
~~15:30:19 -07'00'~~

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department
Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: Donna Broadbent
Name: Donna Broadbent
Title: Director, Family, Youth & Children
Division

[] EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY

By: Sharmalee Rajakumaran
County Counsel

[] CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

[] INSURANCE REQUIREMENT CHANGES
APPROVED, WAIVED, OR EXEMPTED BY
RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

I. Program Description

The Transitional Housing Plus (THP-Plus) program, a program of the California Department of Social Services (CDSS), provides affordable housing and comprehensive supportive services for up to thirty-six (36) months to help former foster care and probation youth ages eighteen to twenty-five (18-25) years old successfully transition from out-of-home placements to independent living. An extension may be requested for up to one additional year for youth who are completing educational or employment training requirements. Extensions will be reviewed and approved on a case by case basis by the County. On average at least twenty-one (21) youth will be enrolled in the THP-Plus program at a time.

A. THP-Plus is grounded in four (4) key principles:

1. Program participants are legal adults and should be treated as such and be subject to fewer restrictions than programs provided to foster youth.
2. Written program rules and policies for THP-Plus participants must be distinct from those that apply to foster youth.
3. THP-Plus should allow youth participants to have the greatest amount of freedom possible to prepare them for self-sufficiency.
4. THP-Plus is not just a housing program, but a program that provides participants with a wide range of intensive services on a regular basis to assist them in achieving independent living.

B. Referral and prioritization:

1. Contractor shall accept referrals from Family, Youth and Children's Services (FYC), the Independent Living Program (ILP), Probation and youth self-referral.
2. Current and former Sonoma County foster youth shall be given preference.
3. Preference will be given to participants who fit one or more criteria:
 - a. Students enrolled in Post-Secondary Education or Technical Programs
 - b. Pregnant or parenting youth
 - c. Homeless former foster youth
 - d. Youth with significant mental health needs that impact safety, self-sufficiency and/or employability.
4. Contractor shall notify the designated FYC Housing Analyst when vacancies will arise in the THP-Plus program. The FYC Housing Analyst shall convene a meeting together with the Contractor to solicit input from FYC leadership on prioritization of individual youth from the wait list for enrollment. Youth from the wait list shall be approved by the FYC Housing Analyst prior to enrollment.

- C. Additional grant funding was authorized through Senate Bill 187 and received from the California Department of Housing and Community Development that is separate from the Realignment funding and shall be used to help at least fourteen (14) youth eighteen to twenty-five (18-25) years of age to secure and maintain housing. Grant-funded activities shall include all services described in this scope of work, and may also include:
1. Identification and assistance with housing services;
 2. Assistance with securing and maintaining housing, with priority given to those in the state's foster care or probation system;
 3. Coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
 4. Engagement in outreach and targeting to serve those with the most severe needs.

II. **Contractor Responsibilities**

A. Housing Services

Housing services will be provided to enrolled youth in either the scatter-site or single-site model. Both models support the goal of youth being permanently housed.

B. Required Supportive Services

1. Coordination with Independent Living Program (ILP) to meet goals outlined in Transitional Independent Living Plan (TILP) as part of transition into the THP-Plus program.
2. Completion of Goals Assessment Form as part of the enrollment process and every six (6) months thereafter. Goals Assessment Form will be informed by the most recent TILP as appropriate.
3. Case Management.
4. Twenty-four (24) hour crisis intervention and support.
5. Individual or group therapy, provided either directly or through referrals.
6. Educational advocacy and support with the goal of obtaining a high school diploma or General Educational Development (GED).
7. Assistance to pursue college or post-high school training.
8. Job readiness training and support.
9. Mentoring.
10. Services to build and support relationships within the family and community.
11. Monthly payments for enrolled youth:
 - a. Rent is paid directly to the landlord
 - b. \$125 paid to the youth for utilities
 - c. \$200 paid to the youth for food costs

12. Provision of other concrete supports as needed for individual youth, including help with car repairs or transportation costs, clothes, or other items as determined by the Contractor to support the wellness and stability of the youth and for which no other financial resource is available.
13. Apartment furnishings, provided directly or through a stipend.
14. Assistance in finding and maintaining affordable housing and, whenever possible, with costs of no more than 55% of the participant's income at program completion.
15. Aftercare services including support groups and referrals to community resources.
16. Federal Deposit Insurance Corporation (FDIC) insured savings account retained by the Contractor on behalf of the participant.
17. Emancipation fund into which \$100 per month is deposited by Contractor on behalf of participant.

C. Additional available Supportive Services

1. Drop in Resource center
2. Parenting education services
3. Parenting shopping shed
4. Basic life skills training
5. Roommate mediation
6. Economic literacy training
7. Transportation support as needed to get to appointments, school related events, etc.
8. Public benefits advocacy
9. Security deposit assistance
10. Moving assistance
11. Regular housing advocacy and tenancy training

D. Exit Planning

At least ninety (90) days prior to youth exiting THP-Plus, the Contractor must engage the youth in planning for stable housing post exit. Housing location and case management services offered to youth as part of the exit planning will include:

1. Housing search assistance including neighborhood tours, unit viewings and landlord introductions.
2. Assistance with move-in costs and security deposits.
3. Advocacy and support to access and utilize the youth housing vouchers.
4. Housing retention counseling to the youth and support to the landlord to mediate any housing issues that arise.

5. Case management support, including needs assessment, referral to services and follow up for twelve (12) months following the issuance of the voucher.
6. Prior to exit and in coordination with the youth, the Contractor will create a plan for after-exit services and supports. The plan will include a means for staying connected to the youth and allowing the youth to continue to access services.

E. Post-Exit Services

1. Contractor shall maintain outreach and support to youth that exit THP-Plus and obtain a subsidized housing voucher for thirty-six (36) months post exit.
2. Outreach will consist of mailed, texted and emailed correspondence about events, resources and other opportunities.
3. Youth will also be able to participate in workshops and other educational opportunities.
4. Youth with a housing voucher will be assisted in maintaining the voucher requirements.

F. Utilization of Housing Vouchers through the Foster Youth to Independence Housing Voucher Program (FYI)

1. Vouchers may be available to youth participating in THP-Plus services through the FYI program for up to the last twelve (12) months of services adhering to the requirements of the FYI Memorandum of Understanding (MOU) FYC-HA-CoC-IFSN-TLC-FYI-2227.
2. All youth that would benefit from an FYI voucher will be referred for a voucher within the last ninety (90) days prior to their exit from THP-Plus. Youth that are approaching the age limit (currently age limit is 25 years old) for the vouchers shall be referred for a voucher within ninety (90) days before turning 25.
3. If Contractor staff identify youth enrolled in THP-Plus that are eligible for FYI vouchers, the Contractor shall participate in collaborative meetings to prioritize youth for available vouchers as coordinated by the FYC Housing Analyst.
4. Youth enrolled in THP-Plus and receiving an FYI voucher will receive all services as required through the THP-Plus program. The intent of the issuance of the FYI voucher is to allow the youth up to one year with close supportive service to stabilize and develop independent living skills.
5. Youth may not be enrolled in THP-Plus and receive a FYI voucher for more than twelve (12) months.
6. Contractor shall begin charging the **THP-Plus rate with a voucher** as of the first day the FYI voucher is leased up.

G. Staffing

Key staff positions in the THP-Plus program include social workers, housing specialists and transitional advocates.

1. Social Worker (2.0 Full Time Equivalent (FTE)) Responsibilities
 - a. Time spent with each youth per week varies based on the youth and how long they've been in the program.
 - b. Recommended social worker to youth ratio is one to twelve (1:12); acceptable ratio does not exceed one to fourteen (1:14).
 - c. Regular individual and group clinical supervision as a valuable tool to reduce and strengthen skills.
2. Housing Director (.32 FTE) Responsibilities
 - a. Housing leasing.
 - b. Maintaining housing records, including copies of lease agreements.
 - c. Maintaining THP-Plus Contractor's relationship with property manager.
 - d. Forwarding written maintenance requests from youth.
 - e. Collecting rent.
 - f. Inspecting rental units.
 - g. Managing security deposits.
 - h. Tracking progress of youth from housing perspective.
3. Transitional Advocate (1.8 FTE) Responsibilities

Facilitates participant's involvement in employment, education, and independent living skills training/practices, through utilization of the program's stepladder, workshops, home visits and core curriculum.

 - a. Helps new participants move into an apartment/studio and gain necessary items to furnish the space as well as support with set up of WIFI and utilities.
 - b. In collaboration with the social worker, monitors participant's compliance with program rules and responsibilities.
 - c. Monitors housekeeping and daily living needs.
 - d. Participates in team treatment review and planning.
 - e. Provides problem solving, conflict resolution, and future-planning counsel.
 - f. Maintains appropriate working relationships with private and public agencies for the purposes of effective case management and to support Contractor's vision to the greater community.
 - g. Aids each youth as they develop and meet goals pertaining to personal, financial, educational, employment and housing objectives.
 - h. Provides transportation and support with paperwork for resources and referrals.
 - i. Supports financial literacy goals.
 - j. Supports parenting youth.

k. Assists in locating all medical/oral/sexual health services.

H. Partnerships with Community Organizations

Contractor shall develop partnerships with community organizations to support youth participating in or on the waitlist for the THP-Plus Program and youth are connected to available housing vouchers and other resources to access permanent housing. Partnerships will include:

1. Local Housing Authorities

Coordination with local housing authorities in order for youth to access available housing vouchers and other housing-related resources.

2. Independent Living Program (ILP)

Coordination with the Sonoma ILP contracted provider in order to share resources, trainings and information to enhance the provision of services to former foster youth.

3. Other organizations and partners to ensure that the needs of youth are met and youth are educated regarding available community services and support.

I. Trauma Informed Approach

Contractor shall ensure staff are trained and practices are in place that are reflective of a trauma informed approach.

J. Addressing Disproportionality

1. Contractor will have a sufficient level of culturally competent, trained and qualified paid staff to effectively carry out program activities, including youth engagement, supportive services and document translation.

2. Contractor shall maintain policies, procedures and practices that address systemic racism and equity issues for at-risk youth, especially around housing practices.

III. **Housing Regulations**

The Contractor's policies and procedures must demonstrate compliance with applicable laws:

A. Federal Regulations

1. Equal protection Clause (14th Amendment) guarantees equal protection under the law for groups of people, e.g. races, ethnicities, non-citizens, etc.

2. The Fair Housing Act (1968) prohibits discrimination based on race, color, religion, national origin, gender, handicap, family or pregnancy status

3. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in housing and services programs receiving federal funding

4. The Americans with Disabilities Act, adopted in 1990, extends broad civil rights to people with disabilities

5. Three (3) Fair Housing Executive Orders (Kennedy, Carter, Clinton) further prohibit discrimination

B. State Regulations

1. The California Fair Employment and Housing Act, adopted in 1980, prohibits discrimination based on race, color, religion, sex, national origin, familial status, disability, marital status, ancestry, sexual orientation, or source of income. It is more extensive than the federal act and applies to all housing accommodations except owner-occupied single-family homes with one room or boarder.
2. The Unruh Civil Rights Act prohibits discrimination in business establishments, and has been extended to protect homosexuals, persons with less than desirable character, students, and individuals of a particular occupation and children.

C. Local Regulations

All City and County Housing Discrimination Ordinances apply.

IV. Compliance with Welfare and Institutions Code

To comply with Welfare and Institutions Code, the Contractor must demonstrate that:

- A. The program serves only eligible participants who are eighteen to twenty-five (18-25) years old, have emancipated from foster care or probation, and have completed or are pursuing a County-approved TILP.
- B. The program will not discriminate based on race, gender, sexual orientation or disability, and youth receiving psychotropic medications will not be automatically excluded.
- C. The functions of property management and service provider are separated.
- D. The provider plan includes a description of the participant application process and selection criteria.
- E. The Contractor has a plan for monitoring placements.
- F. The Contractor must have written policies in place regarding: education requirements, work requirements, savings requirements, personal safety, visitors, emergencies, medical requirements, disciplinary measures, child care, pregnancy, curfew, apartment cleanliness, budgeting, care of furnishings, cars, lending or borrowing money, dating, and ground rules for termination.

V. Tenant Rights

To respect the rights of adult program participants, the Contractor must demonstrate that:

- A. Tenants will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- B. Tenants have the right to be free from arbitrary and capricious rules, the right to understand all rules in writing 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 else would result) and the right to a grievance procedure.

- C. Tenant's right's to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.
- D. Tenant's privacy is respected. Information from the tenant shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without verifying the necessity of the information.
- E. There is a contract between Contractor and participant that sets out specific responsibilities of each.
- F. Tenants are given a choice regarding what services to access, as long as the goals of the THP-Plus TILP are being met.
- G. Any funds retained by the Contractor on behalf of the tenant shall be deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the FDIC or by the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier, if permitted by the THP-Plus program guidelines.

VI. Employee Regulations

To ensure the safety of the program participants, the Contractor must demonstrate that it will provide a sufficient level of culturally competent, trained and qualified staff to effectively carry out program activities. The Contractor will:

- A. Perform background checks on all employees.
- B. Adhere to strict employment criteria, including consideration of employee's age, drug or alcohol history, and experience working with persons in this age group.
- C. Provide a training program to educate employees who work with participants.

VII. County Responsibilities

County responsibilities include the assurance that THP-Plus programs consistently achieve the goal of providing safe, affordable housing, and comprehensive supportive services containing a clear, consistent oversight framework.

The County will perform the following oversight functions:

- A. Annual site visit
- B. Youth Engagement

County will engage with contracted partners to gather input from youth on housing needs.

- C. Vouchers for Permanent Housing

The FYC Housing Analyst shall lead a collaborative effort to coordinate existing vouchers and other services that support permanent housing for youth. County shall invite the Contractor to routine collaborative meetings to identify youth who

should receive a voucher. Contractor shall only refer former Sonoma County dependents from child welfare for the vouchers.

County shall ensure that the Contractor is included in collaborative meetings. Contractor shall participate in discussions and decisions about prioritization for vouchers if there is not a sufficient number of vouchers available for eligible youth.

D. Program Reports

County staff members will review quarterly program reports provided by the Contractor. Additionally, the County must submit an annual ILP/THP-Plus report to the California Department of Social Services (CDSS) and bi-annual reporting to the Housing and Community Development Department.

E. THP-Plus Collaboration Meeting

County will convene meeting with youth housing providers at least twice annually. County will also convene meetings of local providers that offer services to foster and transitional age youth.

F. Monitoring

Annual monitoring will take place to ensure the appropriate use of THP-Plus funds and that all applicable State and Federal Housing regulations are met.

G. The FYC Housing Analyst will lead a collaborative process with Contractor to discuss and prioritize youth for referral and intake for the program with input from FYC leadership.

VIII. Outcomes

The Contractor is required to collect, manage and provide data in a quarterly report to Family, Youth and Children's Services Division of the Human Services Department to report overall enrollment and progress in the following program goal areas:

A. Goal 1: The THP-Plus program will assist program participants to secure stable housing.

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

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

B. Goal 2: The THP-Plus program will increase the employability of the program participants.

Measure 1: Of the THP-Plus youth not employed at the time of entry, 75% will obtain employment or enter into a vocational training program or internship within six months of entering the program.

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

C. Goal 3: THP-Plus program will encourage emancipated youth to further their educational goals.

Measure 1: 75% of participants in or exiting the program will obtain their high school diploma or equivalent.

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

Measure 1: 100% of THP-Plus participants will be enrolled in Medi-Cal or other private/public health insurance programs.

Measure 2: 90% of THP-Plus youth will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.

E. Goal 5: Of the total population of youth served, there will be an increase in youth who report having a consistent relationship with a caring adult.

Measure 1: 60% THP-Plus youth will report an increase in health and quality of their relationships with caring peers and adults.

IX. Reporting and Record Keeping

A. Contractor shall provide quarterly reports that include the following information:

1. Baseline information for each youth on the following indicators: Housing, Education, Employment, Physical/Mental Health and Permanency.
2. Data on youth race/ethnicity.
3. Data that specifically addresses the five goals listed in the Outcomes Section of the Scope of Work.
4. Referral, wait list and enrollment data for the THP-Plus program, including referrals from all sources.

B. Quarterly reports will be provided by the 20th of the month following the last month of the quarter. If the 20th falls on a weekend or a holiday, the report will be provided by the following workday.

July through September	October 20
October through December	January 20
January through March	April 20
April through June	July 20

C. Contractor will provide monthly enrollment information through the invoicing process.

D. Contractor will maintain enrollment projections to ensure program is enrolled to capacity without exceeding contract limits.

E. Twice annually, Contractor will collect data and report on the following indicators per the reporting requirements of the grant funds received from California Department of Housing and Community Development:

1. Number of youth served from foster care and probation systems
2. Race and gender identity of youth served

3. Housing and employment status
 4. Other information as required for state reporting. County shall provide reporting template to Contractor at the start of the contract year.
- F. Annually, Contractor will collect data and report on the following indicators per the reporting requirements from the California Department of Social Services Independent Living Program (ILP) Annual Report:
1. Number of youth served
 2. Outcomes for youth as listed in the Outcomes Section of this Scope of Work
 3. Other information as required for this report. County shall provide a reporting template to the Contractor when it becomes available.
- G. Contractor shall maintain accurate tenant files and records to satisfy County reporting requirements.
- H. Anti-Racist Results Based Accountability (AR-RBA)

When the AR-RBA planning process is initiated by the County, the County and Contractor will create and maintain an AR-RBA Plan to develop performance measures. Development of outcomes related to the contract will be a collaborative effort between the County and Contractor.

1. Contractor will apply, document, and report on performance measures and activities detailed in the AR-RBA Plan.
2. At the request of the County, Contractor shall ensure that the program director overseeing this program attends AR-RBA Training, led by Sonoma County Human Services Department Upstream Team.
3. At the requests of the County, Contractor shall participate in Turn the Curve meetings twice annually to review and discuss performance measure outcomes.
4. Contractor will disaggregate the performance measures by demographics and geographic area for reporting.
5. The AR-RBA Plan may be modified at any time as agreed to in writing by both parties.

X. Program Coordination and Evaluation

Contractor will:

- A. Attend County meetings and/or training sessions and other regularly scheduled meetings as required to assist in continuous improvement efforts.
- B. Attend housing coordination meetings with the County and other community partners to coordinate the utilization of housing vouchers and potentially other related services.
- C. At the request of and in coordination with the County and/or other parties, participate in THP-Plus Program evaluation, and provide data and information needed to facilitate the evaluation. Evaluation elements may include site visits, review of youth outcomes, and youth surveys and feedback.

- D. Provide materials and information when requested by the County to satisfy annual THP-Plus re-certification requirements.
- E. Allow for and conduct annual site visits that, if possible, include site inspections.

Exhibit B: Fiscal Provisions/Budget

1. Payment For Services

1.1. Contractor shall be paid on a fee-for-service basis for providing services under this Agreement in accordance with the rates set forth below when services are authorized in advance by County staff for clients and satisfactorily performed by Contractor.

1.2. The total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum total set forth in Article 2, Payment, of the Agreement.

1.3. Contractor agrees to submit to County by the twentieth (20th) day of the following month, signed invoices for all services provided to County's clients in the previous month. Failure to comply may, at County's sole discretion, result in non-payment.

- Invoices will include Contractor name, address, phone number, or letterhead that includes the same information, dates of service and services provided.
- Invoices should be sent or faxed to:

County of Sonoma Human Services Department
Family, Youth & Children's Services Division
Attn: Vickie Miller (vmiller@schsd.org)
1202 Apollo Way
Santa Rosa, CA 95407

Note: Any invoices that contain personally identifiable client information must be marked confidential and sent via encrypted email or other secure method.

- Invoice numbers should be used as they expedite tracking and payment. Invoices should be typed. If absolutely required, handwritten invoices can be submitted but must be clear and legible.

1.4. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure hereunder by Contractor which is not within the limitations of the unit costs as set forth in this Agreement shall not be chargeable to County. Any such unauthorized expenditure shall be borne by Contractor.

1.5. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.

1.6. No request for payment of funds shall be approved by County's representative until reports or written or oral feedback required under this Agreement have been submitted by Contractor.

1.7. Within thirty (30) days after the termination of this Agreement, Contractor shall provide County with a final invoice. Such statement shall be signed by Contractor's representative.

1.8. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by the State of California, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

2. Services and Rates

2.1. Contractor shall perform the services as defined by the County in Exhibit A of this Agreement. It is understood that the delivery of services may be dependent upon care plans developed by County staff for clients, and ordered in writing from the County.

2.2. The County is under no obligation to make any referrals for the purchase of services during the lifetime of this Agreement. When services are authorized, one, some, or all of the following services may be ordered.

2.3. Monthly Rate Per Client. Contractor to be paid \$3,850 per Individual Foster Youth per month, \$4,500 per Pregnant or Parenting Foster Youth per month and \$2,600 per foster youth with a Foster Youth to Independence (FYI) Housing Voucher. Rates may be pro-rated for partial month enrollment. Rates may be amended as needed through a formal amendment process with prior approval from the FYC Contract Administrator.

3. THP Grant Funds

3.1. Grant funds were received from the California Department of Housing and Community Development for FY 2024-25 and FY 2025-26. These funds are to be tracked separately from the THP program allocation using Child Welfare Realignment and will be reported separately by each individual being supported by these funds. These grant funds may not be used until authorization from the County is received.

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on

behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. ***Required Evidence of Insurance:*** Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. ***Required Evidence of Insurance:*** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property,

including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance
ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature