

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of September 13, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Mendocino County Youth Project**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its temporary, emergency housing for eligible homeless, and non-minor dependent young adults, ages 18 to 21; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1 Mendocino County Youth Project Budget
Attachment 2 Program Expectations
Attachment 3 Referral Form
Addendum A Medi-Cal Data Privacy and Security Agreement

The term of this Agreement shall be from July 1, 2016 through June 30, 2017.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Eighty – Nine Thousand Seven Hundred Thirty - Two Dollars (\$189,732) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: 

Date: 6/30/16

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3112

Org/Object Code: SSCSOC/86-3112

Grant: ☐ Yes ☒ No

Grant No.:

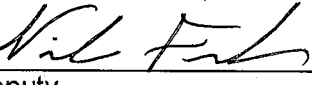
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 13 2016

ATTEST:

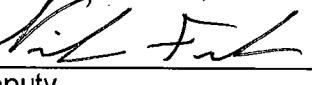
CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

Date: SEP 13 2016

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

Date: SEP 13 2016

INSURANCE REVIEW:

By: 
ALAN D. FLORA, Risk Manager

Date: 7-22-16

CONTRACTOR/COMPANY NAME

By: 
Signature

Printed Name: Joanna Olson

Title: Executive Director

Date: 7/28/16

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 S. State St.
Ukiah, CA 95482

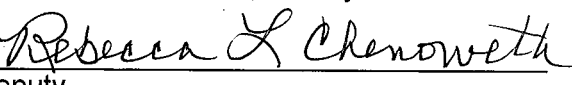
707-463-4915; jolson@mcyp.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

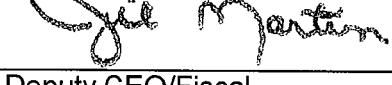
APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: 
Deputy

Date: 7/11/16

FISCAL REVIEW:


By: 
Deputy CEO/Fiscal

Date: 7-22-16

CHIEF EXECUTIVE OFFICER

EXECUTIVE REVIEW:

APPROVAL/RECOMMENDED


CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

Date: 7-22-16

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ 17-12

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit "C," and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA Family and Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Kristina Grogan

To CONTRACTOR: Mendocino County Youth Project
776 S. State St.
Ukiah, CA 95482
Attn: Joanna Olson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo*

contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four

(4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$189,732 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the

CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

OVERVIEW

The Mendocino County Youth Project (MCYP) in coordination with the Mendocino County Health and Human Services, Family and Children's Services (HHSA, FCS) will provide transitional supportive housing for homeless non-minor dependent (NMD) young adults, ages 18 to 21, and the general homeless population of transition age young adults, ages 18 to 21, who are in need of temporary shelter and supportive services to facilitate successful independent living.

The NMDs must be active participants in the AB 12 program. NMDs will be expected to participate in their AB 12 plan. NMDs must also be active participants in their individualized Levine House Care Plan and abide by Levine House program rules. General homeless young adults must be active participants in their individual Care Plan with MCYP.

The CONTRACTOR shall provide the following services:

1. Temporary shelter for NMDs for up to six months, who have been referred by HHSA, FCS AB 12 staff and general homeless young adults for up to six months, who have been determined eligible by CONTRACTOR. * **

*Temporary shelter for parenting NMDs may be provided and will be based upon: the individual assessment of the client, the client's needs and the ability of Levine House to meet these needs, and the assessment of safety for both parent and child in Levine House at the time of referral.

** NMDs who have a felony violation or recent incarceration related to physical violence upon another person are usually not accepted for referral at Levine House.

- a. Residents will be housed according to the resident's stated gender.
Residents who are in the process of transitioning to another gender may be housed in a private room if one is available.
 - b. AB 12 emergency intakes (after regular business hours) will be facilitated by the MCYP Program Manager and/or Support Counselor.
2. A tour of the house and review of house rules and policies. (Attachment 2)
 - a. Residents are required to sign housing agreements.
 - b. Residents are required to participate in general housekeeping and maintenance. CONTRACTOR will ensure that the premises are clean, safe, and smoke-free.
 - c. Residents are required to participate in their Levine House individualized weekly Care Plan and abide by all program policies and rules. Residents

EXHIBIT A – PAGE 2

DEFINITION OF SERVICES

are also required to participate in their AB 12 plan, which is separate from Levine House requirements.

3. Housing, utilities, basic furnishings and basic supplies for common areas.
4. Emergency food for residents who enter and do not have the resources to supply their own food. Residents are expected to obtain their own food as soon as possible.
5. In collaboration with COUNTY and the AB 12 program, CONTRACTOR will be the lead mental health provider for all residents in need of mental health services unless the resident has an ongoing relationship with another provider. Services that may be provided based upon the treatment plan include:
 - a. Individual and group therapy.
 - b. Collateral contact with family members.
 - c. Individual and group rehabilitation.
 - d. Case management.
 - e. Care management plan.
6. Transportation for residents only on a case by case basis as part of the client plan services. CONTRACTOR may transport residents into shelter care at intake, and may transport residents from shelter to alternative housing at exit.
7. The following staff:
 - a. MCYP Program Manager (PM): will be qualified as a Support Counselor. The Program Manager will be on call 24/7, 365 days a year and will be responsible for the overall management of the house, including: coordinating all intakes/referrals, orientating new residents, coordination with the resident's HHSA FCS social worker providing support/rehabilitation services if needed, attending Homeless Services Continuum of Care meetings, and ensuring that the house remains a safe and healthy environment. The Program Manager, in collaboration with the Clinical Director, will be responsible for the hiring and administrative supervision of the Support Counselors, interns and volunteers. The Program Manager is the program liaison with COUNTY and reports directly to the MCYP Executive Director.

EXHIBIT A – PAGE 3

DEFINITION OF SERVICES

- b. Clinical Director: will ensure that Medi-Cal services provided by Levine House staff are consistent with Medi-Cal requirements, including oversight by a therapist.
 - c. One Daytime Support Counselor: will be provided 20 hours per week. The daytime support counselor will coordinate intakes/referrals, orient new residents, coordinate with the resident's HHSA FCS social worker, provide support/rehabilitation services if needed, provide life coaching, facilitate life skills groups and will ensure the house remains a safe and healthy environment.
 - d. Two Overnight Support Counselors: will be provided 45 hours per week and will stabilize young adults who are in crisis and prevent behaviors that lead to the primary cause of program exits. Such behaviors include: bringing other homeless people into the residence to party, or spend the night; bringing intimate partners into the residence to spend the night and using alcohol and/or drugs at the residence at any time.
8. The MCYP Program Director and Program Manager will meet on a monthly basis with the HHSA AB 12 Coordinator to review program operations. Weekly meetings will occur between Levine House staff and the HHSA AB 12 Coordinator and social workers to best meet the needs of youth who are residents of Levine House. If challenges are encountered that are unable to be resolved at this level, or if major changes in program operations are proposed, then the MCYP Executive Director will meet with the HHSA/FCS Deputy Director.
9. CONTRACTOR may deem individuals referred from Community Based Organizations (CBOs) as eligible for Levine House under the general homeless population of transition age young adults, ages 18 to 21, if CONTRACTOR determines the individual is suitable and a safe and an appropriate fit for the population in Levine House at the time of the referral. The CBO will be charged a bed rate of \$87.00 per night. Should an individual referred from a CBO be in residence and an AB 12 NMD referral is made to CONTRACTOR and no beds are open, all parties will discuss and make decisions based upon options at hand and what will work for the clients.
10. One month's written notice if contract termination is desired prior to the expiration of the contract on June 30, 2017.

EXHIBIT A – PAGE 4

DEFINITION OF SERVICES

The COUNTY shall provide:

1. A referral via phone call to the MCYP Program Manager or on-call person to verify a bed is available; discuss the prospective resident, the timeline for intake, and the immediate needs of the individual.
2. Completed referral forms (Attachment 3), filled out and faxed to 707-463-3306.
3. A copy of the NMD's current service plan.
4. A Social Worker will be assigned to work with the NMD to ensure they are in compliance with their service plan. This social worker will be the lead contact between the MCYP Program Manager and COUNTY. The name and contact information of the FCS Social Worker will be provided to the MCYP Program Manager.
5. Expedited application processing for Medi-Cal and CalFresh applications.
6. One month's written notice if contract termination is desired prior to the expiration of the contract on June 30, 2017.

This is a one-year Agreement and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR for the period of July 1, 2016 to June 30, 2017 as follows:

1. \$15,811 a month for 12 months to cover the program operation costs detailed in Attachment 1.
2. CONTRACTOR may contract with Community Based Organizations (CBOs) for the use of empty beds for transition age young adults, ages 18 to 21, under the general homeless population as deemed eligible for Levine House by CONTRACTOR. The nightly bed rate to be paid by CBOs will be \$87.00. All income received by CONTRACTOR from CBOs for bed use will reduce the monthly rate identified in #1 paid to CONTRACTOR by the COUNTY.
3. Monthly invoices provided to the COUNTY by CONTRACTOR must include all bed use documentation for COUNTY, CONTRACTOR and CBO clients.

CONTRACTOR will submit monthly invoices to COUNTY with the final invoice being submitted no later than July 15, 2017, for any services rendered through June 30, 2017.

Submit all billing to:

Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Randy Colson
colsonr@co.mendocino.ca.us

Payments under this Agreement shall not exceed One Hundred Eighty - Nine Thousand Seven Hundred Thirty - Two Dollars (\$189,732) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Mendocino County Youth Project**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; 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 section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], 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, sexual orientation, color, disability, medical condition, national origin, 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 GIVE 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 THE 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.

7/25/14

Date
776 S. State St. Ukiah, CA 95482
Address of CONTRACTOR



CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Joanna Olson

(Type Name)

Executive Director

(Title)




(Signature)

Mendocino County Youth Project

(Organization Name)

776 S. State St.
Ukiah, CA 95482

(Organization Address)



(Date)

ATTACHMENT 1



ATTACHMENT 1

Budget for the Period of July 1, 2016 - June 30, 2017

	Salary	FTE	Weekly Hours	Total Months	Total
Personnel @ Full Benefits					
Program Director/House Manager	\$4,042	75.00%	30.00	12	\$ 36,378
Clinical Supervisor	\$6,406	5.00%	2.00	12	\$ 3,844
Executive Director	\$6,914	2.50%	1.00	12	\$ 2,074
Fiscal Director	\$5,460	2.50%	1.00	12	\$ 1,638
Fiscal Specialist	\$2,750	2.50%	1.00	12	\$ 825
Total Personnel @ Full Benefits					\$ 44,759
Payroll Taxes & Fringe Benefits					
Calculated at 35% of Salaries					\$ 15,667
Personnel @ Partial Benefits					
Support Counselor	\$2,858	50.00%	20.00	12	\$ 17,148
Support Counselor	\$2,858	50.00%	20.00	12	\$ 17,148
Support Counselor	\$2,858	62.50%	25.00	12	\$ 21,435
Total Personnel @ Partial Benefits					\$ 55,731
Payroll Taxes @ 20% of salaries					\$ 11,146
Total Personnel & Benefits					\$ 127,303
Supplies	Cost	Quantity		Months	Total
House Supplies	\$ 100.00	per month		12	\$ 1,200
Office Supplies	\$ 50.00	per month		12	\$ 600
Emergency Meals	\$ 325.00	per month		12	\$ 3,900
Building Repairs/Maintenance	\$ 300.00	per month		12	\$ 3,600
Total Supplies					\$ 9,300
Operating Expenses					
Staff Travel	\$ 0.540	146 miles/month		12	\$ 946
Phones/Cell Phones	\$ 215.00	per month		12	\$ 2,580
Rent/Utilities - One Unit	\$ 1,800.00	per month		12	\$ 21,600
EXYM Costs	\$ 47.00	per month x 4 staff		12	\$ 2,256
Advertising	\$ 1,000.00	One Time Expense		1	\$ 1,000
Total Other Expense					\$ 28,382
Subtotal Expenses					\$ 164,985
Indirect Expenses @ 15% of Total Costs					\$ 24,748
Total Expenses					\$ 189,732 / \$15,811 per month

ATTACHMENT 2 LEVINE HOUSE RULES

ENTERING LEVINE HOUSE:

- When a youth is referred to Levine House the staff of Levine House and the referring party determine the Youth's eligibility based upon their individual needs, bed availability, and the status of the current residents at Levine House.
- When a referral is accepted the youth must then complete an Entrance Intake conducted by Levine House staff, within the first 24 hours of stay. All residents must agree to and actively comply with all the rules of Levine House in order to become a resident. They must also agree to and comply with their AB 12 plan that is managed by their Social Worker. The Levine House rules are separate from and in addition to AB 12 requirements.

Resident's Initials _____ Date _____

INDIVIDUAL CASE MANAGEMENT:

- All residents must meet with their case manager, care manager, therapist and / or any supportive person as indicated in their DSS or Mental Health client plan.
- When the Entrance Intake is conducted the resident and Levine House staff will identify the support services the resident must participate in as part of their Care Plan.
- Personal Goals will also be created by the resident as part of their Care Plan.
- All residents will check in daily with Program Manager/Staff.

Resident's Initials _____ Date _____

HOUSE ENTRY, KEYS and LOCKS:

- Door Codes: Each resident will be provided with the code for the front and back doors.
- Bedroom Keys: Each resident will be provided with a key to their assigned bedroom. Replacement: If a resident has lost their bedroom or locker key they will be responsible for paying for a replacement key. Replacement keys can be purchased by the Program Director or Support Counselors during regular business hours.
- Bedroom keys are not to be given to any other residents or any other person.
- Locker Keys: Each resident will be provided a key to a locker, located in their assigned bedroom. This locker is for safe keeping of personal property. Levine House is not responsible for any resident's personal property. Residents are held responsible for their personal property. Locker keys are not to be given to any other resident's, or any other person.
- Residents shall not change the lock to their bedroom or to their locker, or add a lock at any time.
- If Levine House must change a lock due to resident damage to a lock, the resident will be responsible to pay for any and all costs incurred in the replacement of the lock.
- All exterior doors will be locked by 11p.m. by residents for the safety of all residents.

ATTACHMENT 2- PAGE 2

- Under no circumstances should a person use a window for an entry point. Screens need to be left on windows at all times.

Resident's Initials_____Date_____

MAIL:

- Residents at Levine House may not use the residence address to receive mail. Residency at Levine House is short term housing. Residents are encouraged to make arrangements to receive mail elsewhere. Levine House staff will assist a resident with securing a mailing address if needed.

Resident's Initials_____Date_____

QUIET HOURS:

- Levine House quiet hours are between 9:00 p.m. and 9:00a.m. Residents are required to be quiet and non-disruptive.

Resident's Initials_____Date_____

CURFEW:

- All residents must be back inside Levine House by 10:00pm Sun-Thur. and 11:00pm Fri-Sat. The exception to this rule is night work. Residents who work at night must show proof of night time employment.

Resident's Initials_____Date_____

RESIDENT CARS and PARKING:

- All cars parked in the driveway or on the street that are in use by residents must be insured, have current registration tags, and in running order. Any resident who drives their own vehicle must be a licensed driver. Residents must be respectful of neighbors parking areas. Residents may not use or block the driveways to neighboring homes, nor park where neighbors conveniently park at their homes.

Resident's Initials_____Date_____

GUEST POLICY:

- Guests at Levine House are only allowed with advance permission given by Levine House staff. Advance permission means requesting a guest pass during regular work hours, Monday- Friday. Failure to request a guest pass and having a guest inside Levine House may result in termination from Levine House. Levine House is short term housing and guests on premises can violate privacy.
- Guests must leave Levine House by 9 p.m.
- No guests are permitted on the premises or in the common areas of Levine House between the hours of 9:00 p.m. to 9:00 a.m.
- Guests are only allowed in the common living areas located on the first floor of Levine House. Common areas are the living and kitchen areas.
- Guests are prohibited in bedroom areas.

ATTACHMENT 2- PAGE 3

- Guests may only use the bathroom located on the lower floor. Guests may not use the bathroom on the second floor.
- No overnight guests are permitted, ever. Failure to comply with this rule may result in being exited from the program.
- No guests are permitted to be left alone in the premises. Guests must be supervised by the resident who they are visiting.
- Participant shall be held responsible for the behavior of his or her guests.
- Levine House reserves the right to prohibit any guests who are determined to be, in Levine House's sole and absolute discretion, disruptive to the program.

Resident's Initials _____ Date _____

SUBSTANCE USE:

- The use of alcohol and illegal drugs, or other substances is strictly prohibited at Levine House, as is the unlawful possession or use of prescription drugs.
- Alcohol consumption or intoxication even for persons over 21 is prohibited.
- Medical marijuana cards are not honored. Residents may not use marijuana at Levine House for any reason.
- Any use of illegal substances at Levine House property (inside or outside) will result in immediate termination.
- Any possession of alcohol or any illegal drugs at Levine House will result in immediate termination.
- **Tobacco smoking inside the residence** of Levine House is prohibited. Smoking is only allowed outside in the backyard and twenty feet from the door. Those residents who do smoke must clean up after themselves. Cigarette butts on the ground are prohibited. Residents must discard their cigarette butts in the garbage cans outside of the residence. Throwing cigarette butts on the ground is considered littering and gives cause to terminate housing.

Resident's Initials _____ Date _____

WEAPONS:

- No weapons are allowed on Levine House property. This applies also to certain sports equipment that can be used as a weapon. Possession of a weapon can result in immediate termination.

Resident's Initials _____ Date _____

THEFT:

- Levine House is not responsible for the personal property of residents. Any theft of another resident's property by a resident is considered a serious offense and will result in termination.
- Residents may not take any Levine House furnishing, towels or bedding with them at exit. Taking Levine House property will be considered theft.

Resident's Initials _____ Date _____

ATTACHMENT 2- PAGE 4

ATTIRE:

- All residents must be fully clothed at all times in common areas. Bedrooms that are occupied by two residents are considered a common area. Residents must be fully clothed when exiting a bathroom after conducting personal hygiene. Clothing with profanities, drug references, or that is gang affiliated is not permitted to be worn at Levine House by residents or any guests.

Resident's Initials _____ Date _____

RESIDENT RELATIONSHIPS:

- Personal romantic type relations are not allowed between residents at Levine House. Examples of behaviors not allowed include: flirting, touching or any form of intimacy. Resident's enter into Levine House to support their housing needs as well as receiving support services to live independently. Residency at Levine House is short term and the focus of the resident is detailed in your Client Plan. Personal and romantic relationships tend to complicate the process and also lend to interpersonal difficulties between residents. Any resident suspected of disregarding the rule will meet with the Program Manager. One of the two parties involved will be asked to leave Levine House immediately.

Resident's Initials _____ Date _____

BEDROOMS:

- No one other than your assigned roommate and staff are allowed in your bedroom at any time. If you want to visit with a housemate, you may use the common areas of the house. This includes the kitchen, living room, the front and the back yards or offsite.

Resident's Initials _____ Date _____

ZERO TOLERANCE BEHAVIORS:

- Levine House will not tolerate harassment from one resident to another resident at any time. Harassment includes: sexual harassment (touching, verbal statements, sexual gesturing, unsolicited invitations for sexual attention or sexual acts), bullying behavior, verbally stating or physically gesturing with the intent to harm another resident. Any resident who engages in a ZERO TOLERANCE BEHAVIOR, could be terminated immediately.
- Levine House will not tolerate harassment of staff. Any resident who yells at a staff, uses profanity toward a staff, or uses physical intimidation will be immediately subject to termination, or suspension. The Social Worker of the AB 12 youth will be notified immediately, and a corrective action incident report will be conducted. Law Enforcement may be contract dependent upon the action of the AB12 youth toward staff.

Resident's Initials _____ Date _____

ATTACHMENT 2- PAGE 5

LEVINE HOUSE TOKENS:

Levine House offers an incentive program to help support the residents with positive steps for success and to further support the resident's growth in independent living. Each resident will be given a LH Token for their participation in program. Staff may also recognize the resident doing an (act of kindness) or completing a household task without staff direction. Residents can collect these tokens from the assigned staff working with the resident. These tokens (10) can be exchanged for a \$10.00 gift card for several local businesses, used just like a cash transaction.

Resident's Initials _____ Date _____

LEVINE HOUSEKEEPING

KEEPING THE HOUSE CLEAN AND SANITARY:

Each resident shall "clean as they go", to keep the house clean and in sanitary condition. Residents shall keep the premises in a clean and sanitary conditions at ALL times and comply with all house rules regarding housekeeping daily. Housekeeping assignments, if needed, will be posted each morning on the white board in the kitchen. Each resident will be responsible for completion of housekeeping by 9:00am each morning.

Resident's Initials _____ Date _____

GARBAGE:

Levine House has trash receptacles located in bedrooms, bathrooms, kitchen and laundry areas. A large trash bin is located outside the residence, as well as a recycling bin and yard debris bin. Residents shall dispose of all trash and waste in a clean and sanitary manner. At no time should trash or other items be left in bedrooms. Trash in the bathrooms, kitchen and laundry areas will be disposed of daily. Trash receptacle liners are located under the sinks in the kitchen and bathrooms, and in the storage closet in the laundry room. Each resident will assist with this housekeeping task.

Resident's Initials _____ Date _____

FLOOR CLEANING:

Residents will be required to assist in the sweeping and mopping of floors as is necessary. Each resident will assist with this housekeeping task daily or as assigned.

Resident's Initials _____ Date _____

COMMON ROOM:

The common use area is for residents and staff use. Cable TV is not provided, and Wi-Fi is on a timer. This will be turned off at midnight and turned back on at 7:00am. The Community Information Board is provided for residents. Food consumption is discouraged in the common area.

Resident's Initials _____ Date _____

ATTACHMENT 2- PAGE 6

KITCHEN:

All residents will clean up after themselves when using the kitchen area. This includes putting food away, and washing any dishes, glasses, silverware, and pots or pans used and putting them away immediately. Residents may not eat food that belongs to other residents unless they have express permission to do so by the owner of the food. Eating food that belongs to another resident is considered theft of food. Theft is a very serious offense which may result in termination. Food should be consumed in the kitchen area, and is prohibited in the bedrooms.

Resident's Initials_____Date_____

LAUNDRY ROOM: Residents may use the washer and dryer between the hours of 7:00 a.m. and 9:00 p.m. each day. Residents are required to remove their laundry from the dryer immediately at the end of the cycle. All clothes left in the laundry room will be thrown away by 10:00 PM each Monday. No shoes in the machines. Guests are not allowed to use the washer and dryer. Residents may only use the washer and dryer for their own clothing.

Resident's Initials_____Date_____

BEDROOMS: Each resident is required to make their bed every morning before 9:00am. Each resident is required to launder their bed sheets once per week. Each resident is required to keep their clothing put away in the drawers assigned to them, in the closet area assigned to them, or in their locker. Bedrooms are to be kept neat and clean. No burning of any items in bedrooms at any time. This includes candles, scent burners, incense, sage, hot plates, microwaves, etc.

Resident's Initials_____Date_____

ROOM INSPECTIONS: Room inspections will be conducted regularly to assure that Levine House is kept in a sanitary condition and to observe if a resident needs support in adhering to house rules. Assigned lockers will not be inspected unless staff have reason to suspect that a resident has prohibited items stored within. If a resident is not present at the time of inspection, an inspection notice will be left on door.

Resident's Initials_____Date_____

BATHROOM USE: Levine house has a full bath for residents on the second floor, and a half bath on the lower floor that is used by residents, staff, and guests. Residents must clean up after themselves after using a bathroom and may not leave their personal items in the bathroom. Items left in the bathroom are subjected to be disposed of by staff. Towels are provided to residents, and given at entrance into Levine House. Towel hooks are behind each bedroom door. Residents are expected to keep their towels hung on their hook, and to launder their towels at least once per week. Towels can be laundered with bed sheets.

Resident's Initials_____Date_____

ATTACHMENT 2- PAGE 7

Personal Hygiene Disposal: residents who have a need to use personal sanitary hygiene products must dispose of them respectfully in consideration of other residents at Levine House. Residents should not dispose of personal hygiene items through using the toilet as this could cause clogging issues.

Resident's Initials _____ Date _____

PLANS OF CORRECTION

Residents who fail to comply with Levine House Rules are subject to housing termination or suspension. A resident may be given an opportunity to remain housed by taking rectifying steps that would be outlined in a corrective action plan document. By signing a plan of correction the resident indicates an understanding that they are agreeing to a probationary status in order to remain housed. Resident signature also indicates an understanding that failure to take corrective action will result in loss of their housing.

Resident Signature

Date

Levine House Staff / MCYP staff Signature

Date

Mendocino County Youth Project's Levine House is a six bed, Transitional Support Program for AB12 eligible youth ages 18-21 (Non-Minor Dependents), referred by MCDSS/HHSA-Family & Children Services. AB12 youth may reside at Levine House for up to six months.

When an AB12 youth is referred to Levine House a meeting will be held where Levine House staff and MCDSS staff complete an intake assessment with the youth, explaining the rules and expectations of living at Levine House.

While youth live at Levine House the program staff will coordinate with social workers, case managers, care managers, therapists and any other support programs that can be of benefit to the youth.

Youth who are living in Levine House are provided life coaching, such as linking them to employment development, health providers, and community resources so that they may become independent. Youth also participate in supportive services that help them learn essential life skills toward independent living.

Each youth at Levine House will have a bed in a double occupant room and share a house with 2-6 fellow youth. They will be expected to be respectful of each other by keeping their room and common areas clean each day so as to not adversely affect the health or safety of others. There is a kitchen in the house and youth will be expected to prepare their own meals (we provide staple food items in our pantry/refrigerator). Youth are expected to clean up the kitchen immediately following personal use. Youth will be expected to be active out in the community during weekdays looking for work, going to school or other activities that promote their well-being. There is curfew at Levine House. Sun –Thurs. curfew is 10:00pm and Fri-Sat, curfew is 11:00pm. Exceptions can be made with prior approval from staff.

Are Other Youth Eligible for Levine House?

Eligibility of non-AB12 youth is determined through application, review, and interviews. Youth who are homeless may self-refer, or be referred by a local community based organization. Youth that are non-AB12, may be emancipated, age 18 and up to age 21. Youth must be fully able to care for their basic needs. To apply youth may contact MCYP by "walk-in" during regular business hours and request an entrance application for Levine House.* After the youth fully completes and submits the application to MCYP reception they will be contacted for (1) an appointment to review their application and (2) an interview. After the interview a conformation of placement on the waiting list may occur. Appointments are conducted at MCYP during regular business hours.

When space becomes available Levine House staff review all applicants who are on the waiting list. AB12 youth will have priority placement. The selection of non-AB12 youth for program entrance is factored on level of need and the youth's ability to commit to Levine House program rules and requirements. A final interview will be scheduled at Levine House prior to program placement.

If you have any questions about Levine House or are unsure if a youth qualifies, feel free to contact Levine House staff at MCYP. If you are emailing a referral please send it to mtindall@mcyp.org.

**Levine House is not able to accept parenting youth at this time.*

Levine House: Mary Tindall, Program Manager, 463-4303 or MCYP at 463-4915

Program Requirements

- Adhering to Levine House Program Agreements and Rules
- Actively fulfilling AB12 requirements
- Actively participating in your future planning, through Life Coaching.
- Checking in regularly with the Levine House Program Manager and Staff
- Participate weekly in Signs of Success & Safety with Levine House & MCYP staff

AB 12 Referral Youth Name (First, Last)

Phone

DOB

Name of Referring Person and Agency

Phone

Email

Other Support Provider / Emergency Contact

Phone

Agency

Describe youth's current situation: (Include current housing status, mental and physical health needs, work/education status, etc.)

Describe youth's current strengths and objectives:

Describe any current or history of challenges with this youth: (Include mental health, physical health, incarceration, violence history, substance use, major triggers etc.)

Additional Information:

Referring Person Signature

Date

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

Addendum A – page 2

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

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- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link:
www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

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- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.


XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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Signature Page

Joanna Olson
Contractor Name (printed)



Contractor Signature

Executive Director
Contractor Title

Mendocino County Youth Project
Contractor's Agency Name

7/25/10

Date