



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### **REQUEST FOR PROPOSAL PS-#1164 INDEPENDENT LIVING PROGRAM (ILP) & EXTENDED FOSTER CARE (EFC)**

January 11, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Independent Living Program (ILP) & Extended Foster Care (EFC).

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit five (5) hard copies and one (1) electronic copy (on CD) of your proposal on March 5, 2012 at 3:00 p.m. to:

County of San Luis Obispo  
PHILL HALEY, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Michele Chambers at 805-781-1902.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Michele Chambers at: [mchambers@co.slo.ca.us](mailto:mchambers@co.slo.ca.us). All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PHILL HALEY  
Buyer – GSA Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

Independent Living Program (ILP) & Extended Foster Care (EFC)

**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

|   | YES | NO |
|---|-----|----|
| Do you claim local vendor preference?   |     |    |
| Do you conduct business in an office with a physical location within the County of San Luis Obispo? |     |    |
| Business Address: _____<br>_____  |     |    |
| Years at this Address: _____  |     |    |
| Does your business hold a valid business license issued by the County or a City within the County?  |     |    |
| Name of Local Agency which issued license: _____  |     |    |

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

## Independent Living Program (ILP) &amp; Extended Foster Care (EFC)

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five (5) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on March 5, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Phill Haley  
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the sample contract attached as Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED**

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SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

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**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

**d. Indemnification:**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney

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fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

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## 1. INTRODUCTION

## 1.1 Definitions

1.1.1 AB 12- AB 12 was signed into law on September 30, 2010. This bill allows California to implement the provisions of PL 110-351, The Fostering Connections to Success and Increasing Adoptions Act of 2008. AB 12 contains two major changes to foster care in California. One provision of AB 12 implements new federal legislation which allows for Kinship Guardianship Assistance Payment (Kin-Gap) Program benefits to be eligible for Federal Financial Participation (FFP). The second major provision of AB 12 allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility, including those served under a State-Tribe IV-E agreement and supervised by probation. This provision is phased in over a three year timeframe. Beginning 1/1/2012, Extended Foster Care is available to children up to age 19. This increases to age 20 effective 1/1/2013. The final extension to age 21 is subject to budget approval by the state legislature.

1.1.2 Eligible Participants to AB12 Extended Foster Care-

1.1.2.1 Youth who are 18 or turn 18 and remain in foster care under juvenile court jurisdiction on or after 1/1/2012.

1.1.2.2 Youth in foster care under the juvenile court jurisdiction who turn 18 any time after 1/1/2012.

1.1.2.3 Former foster youth in a non-dependent Non Related Legal Guardian (NRLG) home established through the juvenile court that turn 18 on or after 1/1/2012.

1.1.2.4 Youth who turn 18 in 2011 and are still under the jurisdiction of a Title IV-E Indian Tribe on 1/1/2012.

1.1.2.5 Youth who turn 18 any time after 1/1/2012 and are under the jurisdiction of a Title IV-E Indian Tribe.

1.1.2.6 Youth who are on probation and under an order for foster care placement at age 18 on 1/1/2012 or thereafter (will be handled through probation department).

1.1.2.7 Youth who are receiving Kin-Gap (Kinship Guardianship Assistance Payment Program) or AAP (Adoption Assistance Program) if guardianship agreement or adoption agreement was signed when youth was 16 years of age or older.

1.1.3 CWS - Child Welfare Services

1.1.4 Contracted Provider – Contracted agency, organization or individual selected to provide services as requested in this RFP.

1.1.5 County – Department of Social Services

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- 1.1.6 Department of Social Services (DSS) - Department representing the County of San Luis Obispo with regard to the ILP services and EFC.
- 1.1.7 Eligible Participants to ILP - Persons eligible for services are all youth age 16 and over for whom foster care maintenance payments are being made under Title IV-E; any other youth age 16 and over who are in foster care (non-IV-E eligible) under the responsibility of the State; (including but not limited to non-IV-E eligible youth residing in kinship care who are in receipt of family reunification and/or permanent placement services); and, all former foster care youth 18 to 21 years of age who were in foster care after the age of 16.
- 1.1.8 Extended Foster Care (EFC) - Foster care provided for a child after the age of 18 under the provisions of AB 12.
- 1.1.9 Independent Living Program (ILP) - MPP Division 31-525.1 requires: "For each child in placement, age 16 or older, the social worker shall develop a written Independent Living (ILP) Plan which describes the programs and services, including employment, as appropriate, which will help the youth prepare for the transition from foster care to independent living."
- 1.1.10 Non-Minor Dependent (NMD) - A foster child who has reached the age of 18 and is continuing to receive benefits under extended foster care. Dependency must be in effect on 1/1/2012 or later.
- 1.1.11 Shared Living Agreement (SLA) - A document drawn up and signed with both the NMD and their caregiver that outlines house rules, use of common space, conflict resolution, etc.
- 1.1.12 TAY – Transitional Age Youth
- 1.1.13 TAY- FAP – TAY Financial Assistance Program

## 1.2 Background

The Child Welfare Services (CWS) system is the safety net for protecting neglected and abused children. A significant CWS service and program is foster care: the 24-hour out-of-home care provided to children in need of substitute parenting because their own family is unable or unwilling to care for them. The primary purpose of foster care is to keep children safe while services are provided to reunite their family. However, if returning a children/youth to a parent(s) poses a substantial safety risk the state has the unique obligation to provide for their safety and well-being until they reach the legal adult age of 18-years. Each year, approximately 4,600 (34 children in SLO calendar year 2010) foster children "age out" of the California foster care system. To "age out" of the foster care system means youths are discharged to "self" rather than to a family they can count on and call their own. Foster parents have no obligation to house, feed, or guide their *former* foster child(ren). In contrast, according to the National Governor's Association, about half of youth ages 18-24 live at home and nearly two-thirds of young adults in their early 20's receive economic support from parents. With little to no support from a family, the outcomes of emancipated foster youth are bleak and disturbing. According to a report by the U.S. Department of Health and Human Services, within two to four years of leaving the foster care system only 58% of youth had completed high school compared to 87% nationally; fewer than half

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had jobs; 60% of the young women had given birth; and 20% had been homeless for at least one night.

(Andrus Family Fund, 2007 report from the Pew Charitable Trust and Jim Casey Youth Opportunities, URL [http://www.affund.org/docs/Foster\\_Care\\_To\\_Independence.html](http://www.affund.org/docs/Foster_Care_To_Independence.html))

Of youth who aged out of foster care and are over the age of 25, less than 3 percent earned their college degrees, compared with 28 percent of the general population; one in four will be incarcerated within the first two years after they leave the system. Successful transition out of foster care is especially difficult for gay, lesbian, bi-sexual, and transgender youth (GLBT) who may already feel a sense of isolation because of their sexual identity.

From an emotional and financial perspective, these outcomes result in significant economic and social costs to society as a whole (i.e., cost of services and limited contributions to community/society).

The Independent Living Program (ILP) was initially authorized by Public Law (P.L.) 99-272, through the addition of Section 477 to Title IV-E of the Social Security Act and was designed to provide services to youth in placement, ages 16 to 18, to make the transition to a safe and productive adulthood. The enactment of Senate Bill 933, Chapter 311, and Statutes of 1998 amended the Welfare and Institutions Code (WIC) by requiring the provision of self-sufficiency services to emancipated foster youth through age 21.

AB 12 Extended Foster Care (EFC) was signed into law on September 30, 2010. This bill allows California to implement the provisions of PL 110-351, The Fostering Connections to Success and Increasing Adoptions Act of 2008.

San Luis Obispo County Department of Social Services currently provides an Independent Living Program (ILP) for all eligible youth in an effort to emphasize the importance of agency's and community working together to help foster youth achieve personal success in partnership with other caring adults and services. The program includes learning activities in education, college and career planning, job skills and readiness, money management, vocational assessment, and other necessary skills to become productive citizens. Despite its authorization under Title IV-E, the ILP is not a foster care maintenance program.

Effective January 1, 2012 San Luis Obispo County Department of Social Services is providing Extended Foster Care (EFC) to all eligible youth. The program includes helping youth secure public benefits, help youth maintain eligibility to Extended Foster Care, help assist NMD who becomes involved with the Justice System. The program also includes assisting NMD through the enrollment process of higher education, financial aid enrollment, campus support programs, and if applicable disabled student programs and services. Parenting NMD also receive birth/postpartum support, scheduling and tracking immunizations, childcare assistance, parenting support and if applicable Domestic Violence (DV) resources. EFC is a foster care maintenance program.

DSS has a Memorandum of Understanding (MOU) with The Family Care Network, Inc, (FCNI) a non-profit Foster Family Agency (FFA). The MOU provides DSS, FCNI, the Independent Living Program (ILP) staff and/or County Probation Officer guidance in accessing TAY Financial Assistance Program (TAY – FAP) funds with needs related to enrolling in or maintaining enrollment in a College, University or Vocational Program,

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that are not covered by Financial Aid, Student loans, Chafee Grants, et cetera, and that enhances their ability to achieve independence and self-sufficiency.

As Congress intended, the California Department of Social Services (CDSS) has implemented the programs with minimum requirements and specifications. Counties have the flexibility to design services to meet a wide range of individual needs and circumstances for youth based on local demographics and resources. Counties are to coordinate services with other Federal, State and local agencies engaged in similar activities.

The DSS is seeking a creative and new approach to service delivery and the availability of additional resources for these crucial youth programs that services both CWS and probation youth. Services shall focus on utilizing existing community resources, integrating foster youth with non-foster youth, and individual rather than group activities when appropriate. DSS will provide program oversight of the ILP and EFC services.

### 1.3 Contract Term and Amount

1.3.1 The term of the services begins July 1, 2012, and ends June 30, 2013.

1.3.2 The total contract amount available for ILP services, EFC services, permanency case management and operation of California Youth Connection (CYC) is \$372,594. This amount includes stipends specifically designated for ILP or EFC youth in the program.

1.3.3 The contract may be renewed without a new bid, per Manual Policies and Procedure (MPP) Section 23-621, no more than a three year term or renegotiated under the terms of Section 23-650, Procurement by Negotiation.

### 1.4 Eligible Applicants

Entities with demonstrated effectiveness in youth development and services for youth are invited to apply.

Applicants are required to submit proposals that cover the entire county. All youth must have access to all services. The location of activities needs to reflect where the youth population is placed and activities should be located so that all youth have easy access to attend or transportation provided from the youth's residence to the location of the training activity.

### 1.5 Funding

1.5.1 A combination of Federal, State and Local funds will be used in support of the ILP & EFC services.

1.5.2 Expenditures must be related to the specific purposes of ILP or EFC.

1.5.3 Title IV-E ILP funds may not be used for the provision of room or board.

1.5.4 EFC funds can be used for a Shared Living Agreement (SLA)

### 1.6 Target Population -

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## 1.6.1 ILP Eligible Youth

- 1.6.1.1 Eligible youth for the purpose of the ILP are youth 16 years of age up to the day prior to their 21<sup>st</sup> birthday. According to the Manual of Policies and Procedures for Child Welfare Services Programs/Independent Living Program Regulations Section 31-525, and the criteria of San Luis Obispo ILP, youth must also meet at least one of the following criteria.
- 1.6.1.2 Youth were/are in foster care at any time from their 16<sup>th</sup> to their 19<sup>th</sup> birthday.
- 1.6.1.3 Youth were/are 16 years of age up to 18 years of age in receipt of the Kinship Guardianship Assistance Payment Program (Kin-Gap) assistance.
- 1.6.1.4 Children who meet these criteria could be under the jurisdiction of CWS or the Probation Department. Children who emancipate are still eligible for Aftercare Services up to age 21.
- 1.6.1.5 There is approximately 200 total eligible youth in San Luis Obispo County. This number fluctuates with placement changes, youths entering and exiting Foster Care.
- 1.6.1.6 San Luis Obispo County is also involved in the Transitional Housing Program (THP+) for emancipated foster/probation youth that serves youth 18 to 23 years of age.

## 1.6.2 EFC Eligible Youth

- 1.6.2.1 Youth who are 18 or turn 18 and remain in foster care under juvenile court jurisdiction on or after 1/1/2012.
- 1.6.2.2 Youth in foster care under the juvenile court jurisdiction who turn 18 any time after 1/1/2012.
- 1.6.2.3 Former foster youth in a non-dependent Non Related Legal Guardian (NRLG) home established through the juvenile court that turn 18 on or after 1/1/2012.
- 1.6.2.4 Youth who turn 18 in 2011 and are still under the jurisdiction of a Title IV-E Indian Tribe on 1/1/2012.
- 1.6.2.5 Youth who turn 18 any time after 1/1/2012 and are under the jurisdiction of a Title IV-E Indian Tribe.
- 1.6.2.6 Youth who are on probation and under an order for foster care placement at age 18 on 1/1/2012 or thereafter (will be handled through probation department).
- 1.6.2.7 Youth who are receiving Kin-Gap or AAP if guardianship agreement or adoption agreement was signed when youth was 16 years of age or older.

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## 1.7 Program Goals

The program goals of ILP & EFC are to help foster youth successfully transition to permanency, self-sufficiency and independence by improving their skills in the following areas:

- 1.7.1 Attaining gainful employment through job preparation skills, collaboration with community partners, employment mentors and hands-on training.
- 1.7.2 Reaching high levels of education through linkages and support for high school diploma or General Education Degree (GED) and enrollment assistance for post-secondary education.
- 1.7.3 Developing necessary life skills like household management, budget and financial management skills, credit issues, and personal responsibility through training and mentoring.
- 1.7.4 Acquisition of safe and affordable housing.
- 1.7.5 Knowledge of preventative health activities including substance abuse prevention, smoking avoidance, nutrition and pregnancy prevention through specially designed prevention services.
- 1.7.6 Development of a mentoring relationship with a responsible adult to assist in transitioning into adulthood.

## 1.8 Program Outcomes

The program outcomes of the San Luis Obispo County ILP & EFC program include every foster youth having a permanent, life-long connection to a responsible, caring adult upon leaving the foster care system and preparing every foster youth for self-sufficiency by providing an individualized plan that offers a combination of assistance with life skills, educational/vocational training, employment, health education, family planning and related services, to ensure life long success and independence.

2. SCOPE OF SERVICES: *Provider must incorporate below scope of services into completed proposal.*

2.1 Department of Social Services shall:

- 2.1.1 Provide referrals of the ILP & EFC program eligible youth.
- 2.1.2 Complete State annual report (SOC 405 A) with statistical information provided by Provider.
- 2.1.3 Provide ILP & EFC regulatory information to contracted provider.

2.2 Contracted Provider shall:

- 2.2.1 Illustrate ability to proficiently facilitate and implement ILP & EFC services that meet required State and Federal Regulations, and the performance Measures,

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under the direction of the San Luis Obispo County Department of Social Services.

- 2.2.2 Provide all eligible youth with a calendar of events for the year.
- 2.2.3 Develop an individual file on each eligible youth that is available for review by County staff.
- 2.2.4 Provide transportation for youth.
- 2.2.5 Provide transition programs for emancipated youth, including facilitating referrals to THP+.
- 2.2.6 Purchase all ILP & EFC supplies.
- 2.2.7 Develop a methodology to distribute stipends to eligible youth following fiscal and regulatory guidelines.
- 2.2.8 Provide all required information for the State mandated annual report to the County.
- 2.2.9 Facilitate, implement and coordinate the following type of services for eligible ILP & EFC youth:
  - 2.2.9.1 Permanency. Permanency is about establishing a life-long, kin-like connection between a youth and a supportive adult and is a critical safety net for youth as they transition from care. Young people in out-of-home placements must be given opportunities to learn an array of life skills necessary to become independent adults. There should be a program plan in place that focuses on establishing a permanent placement upon entry into care, and be youth-driven, family-focused, culturally competent and continuous. Contracted provider must be familiar with resources and processes essential to facilitate such placements and ability to establish effective relationship building between foster youth and family, friends, and community members. Contracted provider services shall expand the number of permanent connections for foster youth by utilizing effective tools to increase the number of foster youth who maintain connections with birth family. Contracted provider services should provide for youth involvement in their case planning, arranging for every foster youth to spend the holidays with a family.
  - 2.2.9.2 Employment Services. Employment is a key component for improving economic conditions for foster youth. Contracted provider must be able to illustrate a strong ability to collaborate with community partners to utilize existing resources where possible and develop new resources as needed for foster youth. Activities may include employment forums, annual job fair, partnering with neighboring counties and other states, and building long-term partnerships with sponsoring agencies. The program may include paid and unpaid work experience, occupational skill training, adult mentoring, job search assistance, vocational training, job placement and if employed, skills on budgeting, comprehensive guidance and counseling.

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- 2.2.9.3 Education and Vocational Training. Education is a fundamental building block to a productive and successful adult life for foster youth. Contracted provider must be able to provide a variety of activities in collaboration with community partners like local high schools, colleges, adult education, vocational programs, and computer-based education programs. Activities may include developing and coordinating a college day, scholarship workshops, exploring alternative education, co-enrollment opportunities, identifying and bringing to County new educational funding sources (e.g., Guardian Scholars), and creating program/process to send care packages to local foster youth who are in college. Direct services to youth may include individual mentoring services, assistance with financial aid and college enrollment, educational vouchers to pay for schooling, locating housing, and budgeting skills. Contracted provider may utilize the TAY Financial Assistance Program with needs that are not covered by Financial Aid, Student loans, Chafee Grants, et cetera.
- 2.2.9.4 Life Skills. Life skills are critical for foster youth to make and maintain a successful transition to interdependence. Contracted provider must be aware of and utilize the Ansell-Casey Life Skills Assessment instrument with all ILP & EFC participants to create a specific life-skills plan for individual youth. In addition, contracted provider must offer new, creative methods for teaching foster youth money-management skills, ability to maintain a checking account, employment skills, planning/preparing for college, ability to locate housing and learning how to cook. Contracted provider must state how skills will be evaluated to demonstrate the goals are met. Contracted provider activities may include developing and facilitating a community service program, a speaker's bureau, field trips, or mentoring program, and linking to community resources to educate youth on selected topics like Bills and Money Management, Cooking Lessons, Housekeeping, Home Decorating, Volunteering, etc.
- 2.2.9.5 Family Planning and Health Services. Proactive family planning and health services (including mental health) are necessary to ensure healthy choices and lifestyles for foster youth. Contracted provider must have knowledge of foster youth health needs and the resources available to them. The goal is to identify and stabilize the medical and mental health needs of foster youth so they can focus on improving other areas of their life. Contracted provider activities may include guest speakers and field trips to relevant agencies. Contracted provider must facilitate links to needed health services, including drop-in medical advice and treatment, Medi-Cal assistance, family planning, pap smear, vision testing, hearing testing, diabetes screening, diabetes counseling, weight management, STD/HIV check and treatment, physical exams, pre-employment physicals, nutritional support and education, mental health counseling and referrals, as well as immunizations and referrals.
- 2.2.9.6 California Youth Connection (CYC). CYC is a statewide advocacy organization of current and former foster youth between the ages of 14-24 and serves to address needs identified by youth rather than policy makers. Contracted provider will coordinate with the state office to

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ensure CYC organizational goals are met and developed in local CYC Chapter. Contracted provider will be responsible for mentoring and developing current foster youth to become local chapter coordinator at 20 hours per week.

**3. Schedule of Events**

The County reserves the right, at its sole discretion to adjust this schedule as it deems necessary.

| <b>#</b> | <b>EVENT</b>                                  | <b>DATE</b> |
|----------|---|-------------|
| 1.       | County issues RFP                             | 1/17/2012   |
| 2.       | Deadline for Submitting Proposals             | 3/5/2012    |
| 3.       | County Completes Technical Evaluation         | 3/23/2012   |
| 4.       | Co Sends Written Notice of Intent to Award    | 4/13/2012   |
| 5.       | Conclude Contract Development                 | 5/31/2012   |
| 6.       | Contract to Board of Supervisors for Approval | 6/19/ 2012  |
| 7.       | Anticipated Contract Start Date               | 7/1/2012    |

## Independent Living Program (ILP) &amp; Extended Foster Care (EFC)

## 4. EXAMPLE A: Sample Contract

**CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and \_\_\_\_\_ an independent contractor (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

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

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such

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termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

**7. Equal Employment Opportunity.** During the performance of this Contract, the Contract or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

**8. Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**9. Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**10. Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the

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venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**11. Enforceability.** If any term, covenant, condition or 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.

**12. Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

**13. Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

**14. Indemnification.** [SELECT OPTIONS 1-5: Consultant-Construction: Consultant Non-Construction ; Contractor-Construction; Contractor-Non Construction; Consultant-Design Professional; Lessor-Lessee; Airport/Aircraft Operations CEQA]. (See Risk Management Bulletin Board.)

**15. Insurance** [SELECT ONE - CONTRACTOR, CONSULTANT, DESIGN PROFESSIONAL] (See Risk Management Bulletin Board.)

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

## Independent Living Program (ILP) &amp; Extended Foster Care (EFC)

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (“CGL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein “ISO”) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor’s work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY (“WC/EL”)**

This policy shall include at least the following coverages and policy limits:

1. Workers’ Compensation insurance as required by the laws of the State of California; and

2. Employer’s Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein “BI”); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **[OPTIONAL] PROFESSIONAL LIABILITY INSURANCE POLICY (“PL”)**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor’s professional errors and omissions or malpractice. This policy shall include

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a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

**2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**3. ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

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g. Deductibles and self-insured retentions must be declared (All Policies).

**4. ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

**5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List County Department & Contact

**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

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Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and \_\_\_\_\_ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**20. Reports.** [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

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21. **Copyright.** [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. **Findings Confidential.** [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. **Performance Bond.** [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. **Restrictive Covenant.** [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. **Equipment and Supplies.** [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. **Completed with FED LAW.** For all DSS contracts over \$10,000 the contractor shall comply with Section 106. IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

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

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Independent Living Program (ILP) & Extended Foster Care (EFC)

CONTRACTOR:

\_\_\_\_\_

Title: \_\_\_\_\_

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

SAMPLE