

# Program Agreement

SLS SAMPLE DOCUMENT 07/11/17

Participants: \_\_\_\_\_ Apt. # \_\_\_\_\_

Starting on: \_\_\_\_\_ Ending no later than: \_\_\_\_\_

## Welcome to Client House

Client House (“Program”) is a two-year, drug and alcohol-free, transitional housing program operated by Client, a California nonprofit corporation. We have high expectations for you, and you should have high expectations for us. This Program Agreement (“Agreement”), which covers Program terms and residential requirements for living at Client House, is a legal contract that sets out the terms of your participation in the Program. Please read through each statement. Your signature at the end will indicate that you agree with the entire agreement.

## Summary

This summary highlights selected provisions of the Program Agreement. It does not cover every term or detail of participation in the Program and is intended for informational purposes. The complete and final terms are set out in the Agreement, beginning with Section 1 below.

- 1. Program Requirements:** Section 1 of the Agreement is about Program activities. At Client House, you will prepare for independent living while working closely with Client staff and participating in education or job training programs. You will spend 25-30 hours per week toward meeting Program goals, and you will attend regular meetings with your case manager and other Client staff.
- 2. Financial Requirements:** Section 2 sets out your financial obligations. You must apply for all governmental assistance for which your family is eligible. You will pay a percentage of your income as a housing fee, and save a percentage of your income to prepare for independent living.
- 3. Occupancy Requirements:** We hope you find Client House to be a comfortable and supportive place while you strengthen your independent living skills. As you read Section 3, which sets out the rules for living here, it is important to understand that you are a licensee of Client, and not a tenant. You are not signing a lease, Client is not your landlord, and residency at Client House will at no time confer tenancy rights.
- 4. Children:** Section 4 contains rules for residents with children. You must obtain medical care for your children and keep young children under your supervision any time they are not in school, childcare, or after-school programs. Physical punishment of children is not allowed at any time or for any reason.
- 5. Conflicts, Discipline, and Dispute Resolution:** Client House is a Program with clearly defined goals and expectations. The rules described in Section 5 are designed to help you achieve these goals. If you cannot follow the Program rules, you can be dismissed from the Program, and you will not be able to continue living at Client House. Section 5 sets out more information about our discipline and grievance processes.

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6. **Consents:** Section 6 contains agreements related to your children’s participation in Client House programs; drug testing; your family’s medical care; participation in recovery programs; an agreement allowing for the splitting of funds if a member of a couple leaves the Program separately; policies related to your use of the computers and the Internet connection in the facility; and an agreement allowing Client to use your image, voice, story, or name, for purposes of advancing the Program. There are some separate consent forms you must sign in addition to this agreement.
7. **Confidentiality:** Section 7 sets out the important confidentiality rules that apply to both of us, for your benefit and that of the other participants in the Program.
8. **Other Requirements:** Section 8 outlines tuberculosis testing requirements and car ownership policies.
9. **Assumption of Risk, Indemnification, Waivers:** In Section 9, you acknowledge the risks and challenges of living in a transitional housing setting, waive legal claims, promise to be responsible for your conduct if it damages Client, and allow Client staff to perform first aid or seek medical assistance for you if necessary.
10. **General Provisions:** Section 10 includes common provisions of a contract, including making clear that the Program Agreement is the key document setting out Program terms.
11. **Exhibits:** Exhibit A sets out the fees for which you are responsible. Exhibit B describes the Level System and lays out the requirements in a one-page comprehensive table. Exhibit C provides information about the Transitional Housing Misconduct Act.

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## 1. Program Requirements

### 1.1 Purpose of Client House

Client House provides a structured Program environment where you and your family can live for up to two years while you develop the skills needed to maintain permanent housing, obtain employment that pays a living wage, and live independently. It is not intended as subsidized housing while you maintain a low-paying job.

### 1.2 Program Expectations

#### (a) Overview

You will spend 25-30 hours each week working towards Program goals. These hours will include work, school and meetings with staff. Your assigned case manager will evaluate your situation and discuss with you Program expectations and the choice of services for you. We will make the final decision regarding those services. You will attend meetings with your case manager at least once a week, as well as attend other scheduled meetings and workshops.

#### (b) Family Action Plan

Your Family Action Plan, to be completed within two months of your move-in, defines goals and strategies that are tailored to your family’s needs. It will cover the following topics:

- **Permanent Housing.** You will start working on your permanent housing goal by the fourth month of your stay at Client House.
- **Education/Employment.** You will complete an assessment with the Education/Employment Coordinator within one month of entering Client House.
- **Parent/Child program.** If you are a parent, you and your partner (if any) will attend at least one hour of parent education classes or education workshops each week. These classes may be off-site, but your attendance will be monitored by staff.

Program responsibilities and privileges are largely determined by your level status, (I, II, III or IV), as discussed in [Exhibit B](#).

### **(c) Education and Job Training Programs**

You will be enrolled in an educational or job training program for a minimum of four hours each day, Monday through Friday. This can include time spent on homework. Once you have obtained permanent employment, you will be required to bring in the following information on employer letterhead: date of hire, days and hours of work, and rate of pay. Afterwards, you will be required to submit monthly check stubs to verify employment.

### **(d) Case Management, Education and Employment Meetings**

- **Weekly:** Your Case Manager will schedule weekly appointments for you to discuss your goals, including those related to education, training and employment; permanent housing and independent living skills; your children's school progress; medical care; and money management.
- **Three times per Year:** At review sessions three times per year, you and staff will discuss your progress, strengths, and areas in need of improvement. You will agree on adjustments to the goals in your Family Action Plan, if necessary. Upon reaching an agreement on such a change, you and staff will sign a new plan.

### **(e) Group Meetings**

In addition to individual and family meetings described above, you will attend weekly participant meetings, and also emergency meetings as required by staff. The weekly meetings are as follows:

- Mondays            4:00 – 5:00 PM Life Skills Workshop
- Thursdays        4:00 – 5:00 PM Community Meeting
- Fridays              4:00 – 5:00 PM Recovery Group

Client may change meeting dates and times and will advise you of any such changes.

## **(f) Substance Abuse Recovery**

If you have a history of substance abuse, you will attend weekly recovery group meetings, and enroll and actively participate in a treatment program. Staff may test you if they suspect that you may be using drugs or alcohol.

## **(g) Attendance and Punctuality at Meetings**

You must be on time for all meetings and stay until they are over. You are considered absent if you are more than 15 minutes late, unless you notify staff in advance that you will be late. If you know that you will miss a meeting, you must notify staff 24 hours prior and explain your reason to the Program Director. In an emergency, you must notify staff as soon as possible. If you miss more than two meetings in a 90-day period without an approved excuse, such as a confirmed medical appointment or an employment obligation, you will be subject to disciplinary procedures. The Program Director or other staff may grant exceptions to these requirements.

## **1.3 Immediate Termination of Participation**

Some rules are so important that a single violation may result in immediate termination of Program participation and residency at Client House. These include:

- **Violence, threats, or possession of weapons.** If a violent incident occurs, including threats or domestic violence, Client staff will call the police and file charges. No weapons are allowed on the premises. Staff may confiscate any articles they believe are being used in a threatening or combative manner.
- **Possession, use, or sale of illegal drugs or alcohol.** Client may terminate your residency for possession, sale, or use of any illegal drugs or alcohol, or for being under the influence of these substances while on the premises. No one under the influence of drugs or alcohol is allowed on the premises.
- **Disruptive behavior.** Client may terminate your residency for any activities that unreasonably interfere with the comfort, safety or enjoyment of other residents, staff, or neighbors, including theft; willful destruction of property; breach of confidentiality; or any felonious activity.

This list does not include every rule that you must follow. Other rules are set out in this Agreement.

## **1.4 Truthfulness**

You will always provide Client with true and complete information. You understand that Client relies upon the information you give them, and you promise that it will always be accurate.

## **2. Financial Requirements**

### **2.1 Government Assistance**

You must apply for all governmental assistance for which your family is eligible.

### **2.2 Monthly Fees**

You will pay a percentage of your monthly income each month as a Program participation and housing fee. This percentage is set out in Exhibit A.

### **2.2 Savings**

You will save a percentage of each month's income in order to prepare for the costs of maintaining permanent housing and living independently. This percentage is set out in Exhibit A. These savings will be held in a bank account, either by Client or in your own name. If you open your own bank account, the Program Director will ask you to verify your balance monthly.

### **2.3 Security Deposit**

You will pay a security deposit upon entering Client House. The amount of this deposit is set out in Exhibit A.

### **2.4 Childcare Fees**

If your family uses the childcare programs, you will be charged on a sliding scale as set out in Exhibit A.

### **2.5 Failure to Meet Financial Obligations**

Failure to pay monthly fees or childcare fees on time may result in late fees and/or disciplinary proceedings as set out in Section 5.1.

## **3. Occupancy Requirements**

### **3.1 Length of Residency**

Your residence at Client House will not exceed twenty-four (24) months. You understand that Client may dismiss you from the Program and terminate your residency for violating the rules in this Agreement. You can leave the Program at any time by giving staff at least 30-days written notice.

### **3.2 Access to Client House Premises and Apartments**

#### **(a) Not a tenancy**

Residence at Client House is a central component of the Program. You understand that you are a licensee of Client, and not a tenant. You are not signing a lease, Client is not your landlord, and residency at Client House will at no time confer tenancy rights. Client may terminate your residency for violation of this Agreement. Client retains the right of control over and access to all Client House apartments.

### **(b) Probationary period**

Your participation in the Program is probationary for the first 28 days. Client may extend this period at its discretion. During the probationary period, if Client staff determines that you are not able to participate fully in the Program, you will be dismissed. At the end of the probationary period, if you have complied with all Program rules set out in this Agreement and all goals set out in your Family Action Plan, you will be accepted as a Program participant and resident of Client House.

### **(c) Abandonment of premises**

You must notify the Program Director in advance of any extended leave away from Client House. Client may discard items belonging to clients who are missing from Client House for more than 72 hours without notice. Absent prior notice, Client may not hold your apartment beyond this point.

## **3.3 Apartment Rules**

### **(a) Cleanliness**

You must keep your apartment clean. You must also dispose of your garbage and recyclable materials properly.

### **(b) Damages and Repairs**

You are responsible for any damage to your apartment and for any damage you may cause elsewhere on the premises. Client will deduct any repair expenses from your security deposit. Deductible expenses include, but are not limited to, physical repairs, furniture repair, key replacement, lock changes and stolen property.

### **(c) Entry**

Client has the right to inspect your apartment at any time. Staff may perform a health and safety check of each apartment each month. On occasion, potential or current funders may tour Client House. This may include a tour of your living quarters. Client House employees and agents may also enter and inspect your apartment and common areas at any time to check that you are in compliance with this Agreement. In an effort to prepare you for living in a private apartment complex, as a courtesy, we will try to give 24-hours advance notice to you.

The presence of Client staff at your apartment will not limit or affect in any way your obligation to comply with this Agreement. This Section also does not impose any duty on Client to inspect your apartment, report to anyone the results of any such inspection, or assume any liability of any kind arising from engaging or not engaging in such an inspection.

### **(d) Keys and Locks**

You may not duplicate keys, or lend them to children or visitors. For safety purposes, please inform staff of lost card keys, apartment keys and mailbox keys immediately.

If you lose your card key, Client will charge you a replacement fee, which will increase if you lose your card key subsequent times. These fees are set out in Exhibit A.

If you lose your apartment key, Client will charge a percentage of the replacement cost, which will increase each time you lose your apartment key. These fees are set out in Exhibit A.

Locks may not be placed on any doors or windows except by Client House .

### **(e) Fire Safety**

For safety reasons, you must maintain a clear exit path to the front door or window of each room at all times, and your front door should be able to open completely.

You and all members of your family should know which doors exit to the outside, and where the fire extinguishers are located throughout the Client House premises. Client House staff will conduct regular fire drills.

More information on fire safety is provided in the Emergency Procedures document Client will provide you.

### **(f) Pets**

You may not have a pet.

### **(g) Inspection on Move-Out**

When you leave the Program and move out of Client House, you will schedule your departure with the Client House staff, and you may be asked to sign a Move-Out Contract as part of the departure process. Client House staff will conduct the final inspection/inventory of your room and apartment. You agree to leave the premises neat and in clean condition when you vacate, and to return key(s) to the staff. Staff will discard any personal property that you leave.

## **3.4 Client House Rules**

### **(a) Chores**

You will participate in the maintenance, cleanliness and safety of Client House. Each week, staff will create a chore list, assign you chores, and monitor that you are completing chores.

### **(b) Regular guests and visiting hours**

You may have a maximum of three adult guests per day. You are responsible for the behavior of your guests. Client may ban any guest causing problems or disruptions to the household or any other part of Client House. You may not leave guests alone in your apartment or any other part of Client House. You will escort your guests to and from your apartment. Visiting hours are as follows:

Monday – Thursday	6 pm – 10 pm
Friday	6 pm – Midnight
Saturday	10 am – Midnight
Sunday	10 am – 10 pm

If you want an exception to these hours, you must obtain staff approval in advance.

**(c) Overnight guests**

All overnight guests must be interviewed by a Client House staff member prior to the stay. You must notify staff at least 48 hours before having overnight guests in order to schedule this interview. Client will determine the number of overnight guests based on your individual case plan and Program status level.

**(d) Quiet Hours**

You will keep voices, televisions, radios, and other noise-making devices at a low volume during quiet hours. Quiet hours are as follows:

Sunday – Thursday	8 pm – 8 am
Friday – Saturday	9 pm – 8 am

**(e) Smoking**

You may not smoke within 20 feet of the Client House complex.

**(f) Trash**

The trash room will be open until 6:30pm on weekdays and be open throughout the weekend. You must bag and deposit trash in the garbage collection site located at the back of the complex. You must not throw any items out of apartment windows. You must not flush diapers down the toilets, and you may be charged a fine if you flush any trash other than toilet paper down your toilet. Client may also impose a fine or recover expenses for the repair and/or replacement of the garbage disposal. These fees are set out in Exhibit A.

**(g) Garage / Back Gate**

You should not use the garage as a storage space. If you would like to park in the garage, consult the Program Director. The back gate and Rose Alley door are for emergencies only, so no one should be in the garage without staff approval. Children are not allowed in the garage at any time.

**3.5 Domestic Violence**

Client House is not a battered women’s shelter. Client cannot allow families to remain in the Program who are currently victims of domestic violence because we cannot ensure a safe environment for them or the other Client House participants. In cases where violent behavior or threats of violence occur after a family enters Client House, the entire family may be asked to leave. Client will make every effort to help the victimized family members in finding safe shelter.

## **4. Children**

### **4.1 Special Rules Regarding Children**

#### **(a) Responsibility for children**

Children under the age of 13 must be under the supervision of their parents or legal guardians at all times except when they are at school or participating in childcare or after-school activities. Child(ren) under the age of 13 must not be left alone in the apartment and may not be permitted to play outdoors unless they are adequately supervised. Children over the age of 13 may be allowed to be in their apartment alone with their parent's and the Program's approval, only during business hours. There must be a valid reason that a parent is not at home, either due to school or to work. Your case manager will monitor this arrangement at monthly meetings with you and your child(ren). Children of any age are not allowed visitors unless supervised by their parent and the visit occurs during regular visiting hours.

#### **(b) Punishment of children and child abuse**

Physical punishment of children is not allowed at any time or for any reason. No spanking, hitting, slapping, jerking or any other behavior that may hurt a child is allowed. The law requires that anyone suspected of child abuse be reported to Children's Emergency Response Services. Any incidents of child abuse may result in termination of participation in the Program and residency at Client House.

#### **(c) Children's behavior**

Parents are responsible for the safety and behavior of their children at all times, as well as for any damage they might cause. Children will not physically or verbally abuse other children or adults. Disruptive behavior by children may result in termination of residency at Client House.

#### **(d) Medical Care**

Parents are expected to obtain regular medical attention for their children. If a child remains home because of illness, one parent must stay at home with him/her or arrange for appropriate childcare. Pregnant women are expected to obtain appropriate prenatal care.

#### **(e) Babysitting**

Client is not responsible for any babysitting arrangements you make with other Client House participants. If you ask another Client House participant to babysit your child, you do so at your own risk. If you choose to babysit for another Client House family after regular office hours and the parent does not return at the expected time, please notify staff immediately.

#### **(f) Safety**

You must maintain your apartment in a safe condition for your children. Keep all dangerous or poisonous items, including cleaning products, medications, mouthwash, matches or lighters, cosmetics, toiletries or sharp objects, out of reach of young children, such as by placing these items on the

highest shelf in the closet or kitchen. If possible, place childproof cabinet locks on all cabinets that contain dangerous or poisonous items. All food items should be tightly sealed when not in use. If you have small children, be sure to place electrical outlet covers on all sockets.

### **(g) Dress**

You and your children must be properly dressed whenever you are in the common areas.

## **4.2 Childcare Programs**

### **(a) Childcare Center**

The Childcare Center is an important part of the Program. Client House provides childcare to allow parents to attend classes or training programs off-site and to do schoolwork or attend meetings on-site. At all other times, parents are responsible for their children. If your child attends the childcare program, you will meet with the Childcare Coordinator and receive a Parent Handbook. It is important that you carefully read the Parent Handbook, which sets out the childcare policies.

### **(b) Youth Enrichment Program**

The After-School Coordinator runs a Youth Enrichment Program for school-age children. Space is limited to five children. The hours of operation are 3:00 – 6:00 pm, Monday – Friday.

### **(c) Punctuality**

The childcare center staff depends on you to bring your child to the childcare center on time. Bring your child to the childcare center at the drop-off time shown on his/her weekly schedule or current extended care form. If you are running late, there is a 15-minute grace period following the scheduled drop-off time during which you may bring your child to the childcare center. If you cannot get to the childcare center during the 15-minute grace period, you may call the childcare center to inform them of your lateness and your child may be brought to the center until 9:30 am.

You must pick your children up on time. You must call the Client House children's program if you anticipate being late. If you do not arrive by 6:30 pm, the childcare staff will call Children's Emergency Response Services. Late pick-up occurring three times in any month may be grounds for reduction in childcare services, termination of childcare services and/or termination from the Program.

## **5. Conflicts, Discipline, and Dispute Resolution**

### **5.1 Disciplinary Proceedings**

#### **(a) Introduction**

The Program has clearly defined goals and expectations. The rules described in this Agreement are designed to help you achieve these goals. Client House is also a community that is built upon respect for the rights of

others. Program rules, including the disciplinary process, are designed to both help you succeed and ensure that other's rights are maintained.

### **(b) Reminders**

A violation of any of the rules described in this Agreement may result in a Reminder. Staff will document Reminders in your file.

### **(c) Write-ups**

Once you have received a Reminder, for the next 90 days any violation of any rule described in this Agreement may result in a Write-up.

### **(d) Behavioral Contracts; Dismissal**

If you accumulate 3 Write-ups in a 90-day period, you will be placed on a Behavioral Contract. A Behavioral Contract results in a probation period, in effect for up to 90 days, during which any further violations may result in immediate termination of residency at Client House and dismissal from the Program. Dismissal means that you must move out of Client House and that you will no longer receive services from us under the Program.

## **5.2 Grievance Procedure**

If you have been terminated from the Program ("Denial of Service") for violating a Behavioral Contract, you may submit to the Program Director a written petition requesting re-admission. You must submit that request within 48 hours after the Program Director gives you that notice. If this petition is denied, we will notify you about the external grievance process.

If you believe that you have been unfairly treated during your participation in the Program, you should discuss this matter with the Program Director. If your family is not satisfied with the Program Director's decision in the matter, you may ask to speak with the Executive Director of Client.

## **5.3 Conflict Resolution**

While conflict is a normal part of all healthy relationships, how you deal with conflict will partially determine whether or not you can remain in the Program. Any threat of a physical nature and/or verbal abuse toward staff or any participant will result in immediate termination from the Program. If you cannot resolve a conflict with another party yourself, ask your counselor to mediate. If he/she is unable to help you with reaching a resolution, you should bring the discussion to the Program Director. If the conflict concerns your counselor or any member of the Client House staff, please feel free to go directly to the Program Director. Any issue(s) that you cannot discuss with your counselor, the Program Director, or other Client House staff member may be taken to the Executive Director of Client.

## **5.4 Client' Rights**

### **(a) Transitional Housing Misconduct Court Process**

Client reserves the right to petition the Superior Court under California Health and Safety Code Section 50580 *et seq.* to issue orders against you in response to your misconduct. Client has no duty to use this process against

you or any other Program participant. A description of this legal process, in the form of a copy of the California Judicial Council's Restatement of the Transitional Housing Unit Misconduct Act, is attached to this Agreement as Exhibit C.

**(b) No Waiver by Inaction**

A decision by us not to dismiss you from the Program or take other action because you violate a rule does not waive our right to dismiss you in the future in response to another violation, including a violation of the same rule. Any waiver of any term of this Agreement must be in writing and signed by us.

**(c) Client Remedies**

Client reserves all remedies available to it. Client's decision to use or not use a right it has under this Agreement does not affect its right to do so in the future. Client's rights and remedies under this Agreement are cumulative and in addition to all rights and remedies given to it under applicable law.

**6. Consents**

**6.1 Children**

**(a) Driving Permission**

On occasion, children in the after school program will be transported to a field trip location in a staff member's personal car. You give your permission to the Client House staff to transport your child(ren) in this manner.

**(b) Children's Center Field Trips**

You give permission for your child(ren) to leave Client House for field trips with the Children's Center staff during the Children's Center's normal operating hours.

**6.2 Medical**

**(a) Urine Analysis**

You consent to random drug testing performed on site at Client House. You understand that this testing may include urine analysis and alcohol swabs. Client will seek to perform the testing in the least intrusive way possible, with your privacy respected as much as possible. You also understand that, if you test positive, Client may ask you to participate in additional groups, classes, and/or meetings to support your efforts to stay clean and sober. You also acknowledge that, if a test comes back positive, you will be asked to take a second drug test from an outside agency. Even if the second test comes back negative, you may still be asked to participate in additional groups, classes, and/or meetings to support your efforts to stay clean and sober.

## **(b) Substance Abuse Consent to Release Information**

You give permission to Client to receive and access the results of your random drug testing from any outpatient facilities where you may be enrolled to address your substance use. The purpose of this information is to support you in maintaining your sobriety and maintain the safety of the Program. As a result of the testing, Client House staff may recommend that you seek additional services for yourself and/or your family. These services may include, but are not limited to, enrollment in an outpatient recovery program full-time, enrollment in a residential program, or enrollment in therapy.

## **(c) Program Recovery Agreement**

If requested by Client, you agree that upon entering Client House you will work with your Family Case Manager to achieve the following recovery plan goals:

- You will remain free of alcohol and other drugs while living at Client House.
- You will see a counselor who will work with you on issues related to abstinence from alcohol and/or other drugs.
- You will attend 12-steps meetings (for example Alcoholics Anonymous or Narcotics Anonymous) or other recovery programs as discussed with the Client House Family Case Manager.
- You will select and work with a sponsor, as outlined in your acceptance letter and Family Action Plan, by the date agreed upon with Client staff, and meet with your sponsor as frequently as agreed upon with Client staff.
- You will discuss the progress of your recovery plan with your Client House Family Case Manager at your weekly action plan meeting.

You have read, understand, and agree to follow all the conditions above. You further understand that non-compliance could jeopardize your participation in the Program.

## **6.3 Couples Agreement**

You understand that if you are entering the Program as a couple, if for any reason either of you exits the Program separately, you will each retain half of your mutual savings held through Client. You also understand that the security deposit will be divided in half and if one of you remains in the p=Program he or she will be responsible for submitting the additional half of the security deposit to bring the deposit back up to the full amount as outlined in Exhibit A.

## **6.4 Computer Policy**

You understand and agree that:

- Any computer installed in your apartment is the property of Client and is being loaned to you for assistance with your education and employment goals and other Program requirements.
- You are not allowed to install any hardware or software on the computer.
- Client will provide internet access as needed for your school and training. You cannot access the following categories from the computer: pornography, gambling, any illegal or discriminatory sites, peer to peer sites (for example, Limewire), or music/video sites (for example, iTunes and Pandora).
- You should notify staff immediately of any problems with the computer.
- If you follow these requirements, Client House staff will provide maintenance and technical assistance for the computer.
- If you do not follow these requirements, Client will remove the computer. If you cause any damage to the computer, Client will charge you for the damage expenses.

## **6.5 Public Relations**

Throughout the year, Client may take photos, make videos, record voices, and tell people's stories to communicate what we do to a larger audience. This is one way that Client gains support for its programs. You consent to use by Client of your image, and/or voice, and/or story, and/or name as indicated above in any and all media, including, without limitation, video, print, and electronic form (together, "Materials"), in such manner as Client may deem advisable. Client may make the Materials available in its sole discretion to third parties, on Client' website, in Client' publications, or through any other media, including social networking websites. You understand that you are not entitled to inspect or approve versions of the Materials prior to their use, or to receive any payment. You grant to Client all copyrights and any other rights you may have in the Materials, including, without limitation, the right to copy, edit, change, transfer, or otherwise use the Materials as Client sees fit in its sole discretion.

## **7. Confidentiality**

Client will keep confidential and will not disclose or use other than in connection with the Program, any confidential information you furnish, without first getting your written approval, except to the extent that such confidential information is required to be disclosed by law. This confidential information may include your education/employment progress, updates from your Case Manager as they relate to your Family Action Plan, details disclosed at individual therapy sessions, and your child(ren)'s progress in the childcare center.

You understand that Client may be legally required to inform appropriate individuals, including law enforcement and other government authorities, when (a) ordered to so by a court; (b) you are a danger to yourself or others; (b) you contract certain diseases that may pose a risk to public health; or (d) we suspect that you have committed child or adult abuse.

You are likewise bound by rules of confidentiality as a means of protecting the safety and privacy of all participants. If you disclose the name or any

information about another participant or his/her children to anyone other than Client staff, Client may take disciplinary action, including dismissal from the Program.

## **8. Other Requirements**

### **8.1 Tuberculosis – PPD Testing**

Client requires the PPD test for tuberculosis of each adult and child entering the Program. If you have had a TB test within the past six months, please provide documentation of the test results to Client. Persons who cannot provide such documentation will be required to undergo TB testing before entering the Program. Any family member who tests positive for TB exposure will be required to comply with all medical treatment recommendations in order to remain in the Program.

### **8.2 Transportation**

Client House is well located for using public transportation. If you own a car, you must have current registration and insurance for the car and you must have a valid driver's license.

## **9. Assumption of Risk, Indemnification, and Waivers**

### **9.1 Awareness and Assumption of Risk**

You understand that your participation in the Program and presence at Client facilities have inherent risks that may arise from many factors, including your own actions or inactions, or the actions or inactions of Client, its directors, officers, employees, and agents, and other participants and their children. These risks may include, without limitation, living in a close residential setting with other individuals in a period of transition in their lives, which may include overcoming trauma, substance abuse, psychological or emotional problems, financial distress, and homelessness. You may also be around the small children of other participants, who can behave unpredictably, and you recognize that the Program serves both men and women. You also understand that Client is not responsible for the conduct of other participants or their children and does not provide a supervised living environment, meaning that you, other participants, and sometimes their children live independently and interact with each other directly. You assume full responsibility for any and all risks of bodily injury, death, or property damage caused by or arising directly or indirectly from your occupancy at Client House, presence at a Client facility, and participation in the Program, regardless of the cause.

### **9.2 Indemnification**

You will defend, indemnify and hold Client and its directors, officers, employees, agents, and assigns (together, "Client Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "liabilities"), arising from any death, property damage, or injury of any nature whatsoever that may be suffered by any other participant in the Program, Client, Client staff member, external services provider, neighbor of Client House, or any other third party which may arise directly or indirectly from (a) your occupancy of or conduct while at Client House or other Client property or your participation in the Program, or (b) your breach of this

Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Client Party.

### **9.3 Waiver of Liability**

You waive and release any and all claims against Client, its directors, officers, employees, and agents (collectively, the “Client Parties”), for any liability, loss, damages, injury, claims, expenses, and attorneys’ fees (collectively, “Liabilities”) that may be suffered by you, your family members or your guests, which may arise, directly or indirectly, from your occupancy of or conduct while at Client House or other Client property, or your participation in the Program, except to the extent the injury, death, or damage is caused by a latent defect in Client House or the negligence or willful misconduct of Client. Furthermore, you waive and release Client and its representatives from any legal claims, including, without limitation, any claims relating to copyright, rights of publicity or privacy, or moral rights, you may have in relation to the Materials referenced in Section 6.5, or Client’ use and ownership of the Materials. You agree not to sue any of the Client Parties on the basis of these waived and released claims. You waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to you at the time you signed this waiver and release. You understand that Client would not permit you to participate in the Program without your agreeing to these waivers and releases.

### **9.4 Medical Care and Consent Waiver**

If an emergency arises, you authorize Client to provide you or your child(ren) first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. In addition, you give permission for Client to consent to such medical assistance for your child(ren) for any illness or injury that might occur. These consents do not impose a duty upon Client to provide such assistance, transportation, or services. In addition, you waive and release any claims against the Client Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with your family’s presence at Client facilities or participation in the Program. You understand that Client will not be liable in case of illness or injury to your children. You also understand that Client House is not a health care provider or facility and that Client staff are not specially trained to treat or respond to medical emergencies.

## **10. General Provisions**

### **10.1 Entire Agreement; Controlling Document**

This Agreement, together with its exhibits and the Acceptance Letter, describes the entire agreement between you and Client, and supersedes any prior or contemporaneous written and oral agreements, negotiations, course of dealing, and communications between you and us relating to the Program. If there are inconsistencies between this Agreement and any forms Client uses in administering the Program, this Agreement will control.

### **10.2 Changes in this Document**

This Agreement may be amended only as stated in a document signed by both you and us that states that it is an amendment to this Agreement. Discussions you may have with Client staff do not change this Agreement.

Program requirements and fees may change from time to time. New requirements and fees will take effect two weeks after Client announces the change, unless Client indicates otherwise.

**10.3 Severability**

If any provision in this Agreement is held invalid or unenforceable, its invalidity will not affect the validity or enforceability of any other provisions of this Agreement.

**10.4 Third-Party Beneficiaries**

The Client Parties are express and intended third party beneficiaries of Section 9 of this Agreement, which means that they can enforce those provisions against you. Except as otherwise specifically provided in this document, this Agreement is for the exclusive benefit of you and Client, and not for the benefit of any third party, including any of your family members.

**10.5 No Presumption Against Drafter**

This Agreement will be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

**10.6 Governing Law**

This Agreement will be governed by California law.

\* \* \* \* \*

You certify that you have read and understand the Client House Program Agreement and agree to abide by its terms. You agree that any violation of these terms will subject you (upon discretion of the Program Director) to expulsion from the Program and termination of residency at Client House. You asked a staff member for clarification of the portions of the agreement, if any, that you did not understand.

**CLIENT                  PARTICIPANT**

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

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

Name: \_\_\_\_\_  
Program Director

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

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

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

**PARTICIPANT**

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

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

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

**PARTICIPANT**

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

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

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