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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-3

Urgent

Routine

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AGENDA DATE January 27, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the agreement to ASPIRAnet for the Provision of Employment Services to Former Foster Youth participating in the Transitional Housing Program-Plus (THP-Plus) Program

STAFF RECOMMENDATIONS:

1. Approve the award of agreement by the Community Services Agency for Employment Services with ASPIRAnet. Agreement is not to exceed a total of \$216,000.
2. Authorize the Director of the Community Services Agency or her Designee to finalize and execute the agreement and any amendments, not to exceed the agreement amount \$216,000.

FISCAL IMPACT:

The agreement totals \$216,000 for the period January 27, 2009 through June 30, 2010. Appropriations and estimated revenues in the amount of \$72,000 to support this agreement have been included in the Agency's Fiscal Year 2008-2009 Final Budget. The ongoing appropriations and revenues for the contract will be included in CSA's Public Economic Assistance budget requests for the succeeding fiscal year. Funding for THP Plus is provided through an annual State allocation that reimburses 100% of allowable program expenses. There is no additional cost to the General Fund associated with the agreement.

BOARD ACTION AS FOLLOWS:

No. 2009-72

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In 2001, Assembly Bill 427 established the Transitional Housing Program-Plus (THP-Plus) program, to address the needs of a growing group of at-risk youth who age-out or emancipate from the foster care system. In Stanislaus County, approximately 40 youth emancipate from foster care and the probation system annually. The in-depth Aging Out Study by California State University, Stanislaus (Garcia et al., 2004) indicated the lack of housing and employment assistance as major challenges for youth emancipating from the foster care system. Nearly all the interviewed youth experienced multiple housing changes and drifted between part-time and full-time "service" industry jobs, particularly fast food. Unemployment and/or low wage entry level jobs are contributing factors for homelessness of former foster youths. The goal of the THP-Plus program is that every youth participant has secure, stable housing after graduation from the program and is progressing with his/her life goals in the area of education, physical/mental well-being, connections to the community, employment and self-sufficiency.

The Community Services Agency (CSA) in partnership with the General Services Agency issued Request for Proposal #08-61-SAS on September 16, 2008 for the provision of Employment Services to Former Foster Youth participating in the Transitional Housing Program-Plus (THP-Plus) Program. The agreement will provide a range of services to prepare the THP-Plus program youth participant for the workforce, including academics as a pathway to earning a high school diploma or General Educational Development (GED) certificate, life and work skills, and retention strategies in new and current employment. Two proposals were received. A five member review panel, consisting of two members from CSA, one from the Chief Executive Office, one from Behavioral Health and Recovery Services, and one from the Probation Department, reviewed each proposal based on the information set forth in the Request for Proposal packet. On November 20, 2008, the two agencies were notified in writing of the recommendation and intent to award.

The Agency is recommending that the Board of Supervisors award the agreement for THP-Plus Employment Services to ASPIRAnet.

POLICY ISSUES:

Approval to award the agreement supports the Board's priorities of *A healthy community, Effective partnerships* and *Efficient delivery of public services* by providing services needed to enhance the lives of former foster youth in our community.

STAFFING ISSUES:

There is no staffing impact associated with this request.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
EMPLOYMENT SERVICES FOR
THE TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
JANUARY 27, 2009 THROUGH JUNE 30, 2010**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **ASPIRANET** ("Contractor"), a California non-profit corporation, on January 1, 2009.

The mission of Stanislaus County to children is to promote family responsibility. It is our commitment to provide children and their families with access to essential resources and effective strategies to become contributing and interdependent members of the community. Collaboration between agencies in partnership with the community is the most effective means of providing services. These services are to be provided in a manner that is culturally sensitive, promotes a sense of self-worth, and protects the safety of children, families and community.

RECITALS

WHEREAS, the County has a need for employment services for the Transitional Housing Plus (THP+) participants; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in Exhibit A.

- 2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

2. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.

- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 Either party without cause may terminate this Agreement when a thirty (30) day written notice is provided to the other party.

3. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or

pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.4 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.5.1 General Liability: Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.6.2 Automobile Liability Insurance: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.7.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles

owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; the County must approve lesser ratings in writing.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent

upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement.

Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.
- 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. County can appoint an independent public accountant.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000.
 - B. The contractor is in compliance with all other Agreement requirements.
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County.
 - 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3. None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

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

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or

subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
PO Box 42
Modesto, CA 95353

To Contractor: Aspiranet
Attention: Vernon Brown, CEO
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor will be referred to as the "prospective recipient".

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

A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

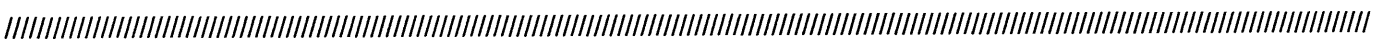
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.

30. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

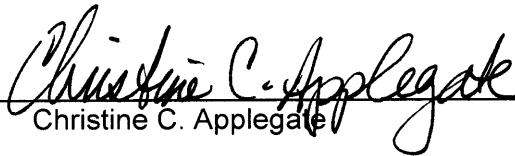


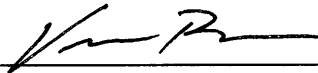
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

ASPIRANET

By: 
Christine C. Applegate

By: 

Title: Director

Title: CEO

Dated: 1/28/09

Dated: 1/23/09

Tax Payer Identification Number:

94-2442955

APPROVED AS TO FORM:

**COUNTY COUNSEL
JOHN P. DOERING**

COUNTY OF STANISLAUS

By: 

Approved per BOS Item #: 2009-72

Title: Deputy County Counsel

Dated: 1/27/09

Dated: 1/16/09

**ASPIRANET
AGREEMENT TO PROVIDE
EMPLOYMENT SERVICES FOR
THE TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
JANUARY 27, 2009 THROUGH JUNE 30, 2010**

I. SCOPE OF WORK:

Contractor shall provide the following employment services to County Transitional Housing Program Plus (THP+) Program participants for up to 20 former foster youth ages 18-24 as referred by County.

- A. Contractor will enroll participants in the Aspiranet Employment Services program within ten (10) days of referral. Enrollment includes contact with the County Aftercare worker and the participant to gather background data and completion of enrollment documents. Contractor will send copies of enrollment document to County.
- B. Contractor will assess the participant within thirty (30) days of enrollment. Assessment process includes meeting with participant and caregiver to identify potential obstacles, completion of a work history form, completion of applicant statement, completion of the Test of Adult Basic Education (TABE) documents, and completion of the Employability Skills Inventory.
- C. Contractor will prepare an Individual Service Strategy plan for each enrolled participant within thirty (30) days of enrollment.
- D. Contractor will provide three (3) weeks of highly structured intensive job readiness training that includes job search training for THP+ Program participants. The job search training may be extended beyond three (3) weeks if it is determined that the participant's performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment. Flexible sessions will be available to accommodate the schedule of the participants.
 - 1. Contractor, working with County, will make reasonable modifications of services to accommodate participants who have a learning disability. Reasonable accommodations or modifications and adjustments that make it possible for a qualified individual with a learning disability to apply for or perform the essential functions of a job or to participate in Contractor services.
 - 2. Contractor will assess participants to identify social and educational barriers to employment and assist with planned solutions.
- E. With the goal of passing the General Educational Development (GED) certificate, the Contractor will provide intensive GED preparation as documented in the participant's Individual Service Strategic Plan to include tutoring, coaching, and a pre-test.
- F. Contractor will provide supervised job search services. Contractor will give support, supportive services, and job tips, and provide job search tools to include developing and maintaining a variety of partnerships with work sites. Contractor will introduce participants to these worksites in "pre-interviews" linking the participant's unique skill levels to the job and assuring a fit for the participant's diverse needs.

- G. Contractor will provide vocational training program placement services. All vocational program training must be accredited and will be required to provide participant with a diploma or certificate upon completion of the training. Contractor will review and consider all requirements necessary for the participant to successfully complete the training. Contractor will obtain approval from the County THP+ Social Worker, via email. Once approval is received Contractor will assist the participant in completing the enrollment process. Vocational program training cost may not exceed \$12,000 per participant.
- H. Contractor shall provide supportive services and supplies as required by the job or vocational training program such as, but not limited to: books, welding supplies, bus tickets, and uniforms.
- I. Contractor will provide thirty (30) day job or vocational training program retention follow up support and encouragement after job or program placement, by addressing the needs of keeping the participant focused on the job or program and by heading off any problems in advance and encouraging THP+ participants to stay in touch. Services will include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participants. Contractor to provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Day before first day of work/training program	Support and encouragement
First day of work/training program	Find out how it went and any needs
First week	Check on program/work/non-work issues
Weekly for 30 days	Follow-up on how things are going

- J. Contractor will provide on-going job or vocational training program retention follow up support and encouragement after job or program placement for up to six (6) months following job placement or completion of vocational training, by addressing the needs of keeping the participant focused on the job or program, and by heading off any problems in advance and encouraging THP+ participants to stay in touch throughout the participants eligibility as described in EXHIBIT A, II. COMPENSATION: A. Costs:, paragraph 11. of this Agreement. Extensions may be approved by THP + Program Manager. Services will include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participant. Contractor to provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Bi-weekly from thirty (30) days to maximum participant eligibility	Follow-up to meet participant needs Assist with job/program progression

- K. At least monthly, Contractor will communicate with the THP+ Social Worker, in writing and by phone, regarding THP+ participants' progress, their identified unmet needs, and/or barriers to job or training program retention.
- L. Contractor will meet monthly with the THP+ Social Worker to assess implementation progress.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. This is a fixed cost Agreement. The maximum amount of this Agreement for the period January 27, 2009 through June 30, 2010 shall not exceed \$216,000. The maximum amount per fiscal year is as follows:

January 27, 2009 through June 30, 2009 shall not exceed \$72,000
July 1, 2009 through June 30, 2010 shall not exceed \$144,000
2. Contractor shall receive a maximum of \$14,400 per participant for the maximum program time period of twenty-four (24) months. This amount may be increased on a case by case basis through written authorization from County THP+ Program Manager.
3. Contractor shall receive \$400 for each participant upon completion of enrollment within ten (10) days of referral.
4. Contractor shall receive \$400 for each participant upon assessment within thirty (30) days of enrollment.
5. Contractor shall receive \$600 for each participant upon completion of each participant Individual Service Strategy Plan within thirty (30) days of enrollment.
6. Contractor shall receive \$1,250 for each participant upon completion of job readiness. This amount remains the same when an individual's job search training is extended pursuant to the terms as described in EXHIBIT A, I. SCOPE OF WORK:, paragraph D of this Agreement.
7. Contractor shall receive \$600 for each participant upon completion of the GED preparation class. This class will include tutoring, coaching, and a pre-test.
8. Contractor shall receive \$100 per section of the GED test passed by each participant.
9. Contractor shall receive \$800 for each participant who obtains employment within sixty (60) days of the intensive job readiness training.
10. Contractor shall receive \$600 for each participant enrolled in a vocational training program as described in EXHIBIT A, I. SCOPE OF WORK:, paragraph H of this Agreement.
11. Contractor shall receive \$400 per month for on-going job or vocation training program retention follow-up support after job placement for each participant who retains employment or remains in a vocational training program for up to six (6) months following job placement or completion of vocational training.
12. Contractor shall provide assistance and payment for other job skills or vocational training programs. All training programs must be approved by the THP+ Social Worker and Supervisor. Maximum job skills or vocational program costs per participant are not to exceed \$12,000. Contractor will be reimbursed for these expenses upon providing proof of payment.

13. Contractor shall provide supportive services and supplies as required by the job or vocational training program such as, but not limited to: books, welding supplies and uniforms. Contractor will be reimbursed for these expenses upon providing proof of payment. Supportive services and supplies will be paid as part of and not to exceed the total employment services cost of \$14,400 per participant for the maximum program time period of twenty-four (24) months.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective January 27, 2009 through June 30, 2010.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
- G. Billings:
1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **January 2009 through April 2009 services**. Billings for service months of **May and June 2009** are as follows:

May 2009 is due June 5, 2009
June 2009 is due June 12, 2009

Billing requirements are subject to change and the Contractor will be notified in writing.
 2. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services**. Billings for service months of **May and June 2010** are as follows:

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010
 3. Billings will be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

4. Invoice will include the following: the participant name, service type and date of service, number of units of service billed, service rate and total due. Provide back-up documentation for supportive services and outside job/vocational training costs. Provide documentation to track the individual participant pay points up to the maximum participant program amount of \$14,400.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.



COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
BOARD OF SUPERVISORS

FROM: *RN* RADHIKA NARAYAN
CONTRACTS / ACCOUNTS PAYABLE

DATE: MAY 28, 2010

SUBJECT: AMENDMENT # 1

Enclosed for your record is the Original Amendment #1 for the following contract:

- STANISLAUS COUNTY COMMUNITY SERVICES AGENCY AND **ASPIRANET** TO PROVIDE SCATTERED SITES AND EMPLOYMENT SERVICES FOR THE TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM. THE BOARD OF SUPERVISORS APPROVED EACH ORIGINAL CONTRACT WITH THE FOLLOWING (2) ACTION NUMBERS: **ACTION # 2009-72 ON JANUARY 27, 2009 AND ACTION # 2009-304 ON MAY 5, 2009.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT TERRI FIDALGO, CONTRACTS MANAGER, AT 558-2937.

Thank you.

Attachment.

2010 JUN - 1 1 P 4: 16
BOARD OF SUPERVISORS



**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
SCATTERED SITES AND EMPLOYMENT SERVICES FOR
THE TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
MAY 19, 2009 THROUGH JUNE 30, 2010**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and ASPIRANET, (hereinafter referred to as "Contractor") that the Agreement entered into on May 19, 2009, for the purpose of providing scattered sites transitional housing services for foster youth ages 18-24 and is hereby amended as follows:

FIRST: It is mutually agreed to terminate the Employment Services agreement on December 31, 2009, as part of the agreed upon amendment.

SECOND: EXHIBIT A is hereby deleted as of December 31, 2009 and replaced with EXHIBIT A-1.

All other terms and conditions of the Agreement shall remain in full force and effect.

////////////////////////////////////

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

ASPIRANET

By: Christine C. Applegate
Christine C. Applegate

By: Van Brun

Title: Director

Title: CEO

Dated: 4/15/10

Dated: 4/9/10

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

COUNTY PURCHASING DEPARTMENT

By: [Signature]

By: [Signature]

Title: Deputy County Counsel

Title: Purchasing Agent

Dated: 4/6/10

Dated: 3/20/10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-72

Dated: January 27, 2009

Approved per BOS Item #: 2009-304

Dated: May 5, 2009

**ASPIRANET
AGREEMENT TO PROVIDE
SCATTERED SITES AND EMPLOYMENT SERVICES FOR
THE TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
MAY 19, 2009 THROUGH JUNE 30, 2010**

I. SCOPE OF WORK:

Contractor shall provide the following services to County Transitional Housing Program Plus (THP+) Program participants and former foster youth ages 18-24 as referred by County:

A. Contractor shall enroll participants in the Scattered Sites Services and Employment Services programs within ten (10) days of referral. Enrollment includes contact with the County After Care Social Worker and the participant to gather data and completion of enrollment documents. Contractor shall send copies of enrollment documentation to the County.

B. SCATTERED SITES SERVICES PROGRAM

1. Case Management

- Contractor shall coordinate with the Independent Living Program (ILP)/After Care program to meet the goals outlined in the Transitional Independent Living Plan (TILP) and the THP+ plan. Contractor shall complete the THP+ Assessment and Service Plan within two (2) weeks of program enrollment.
- Contractor shall work with ILP/After Care Program to complete the Ansell-Casey Assessment and THP+ assessment for the Efforts to Outcome (ETO) data base. Contractor shall receive assistance from the County After Care Social Worker to complete the assessments and the data entry into the ETO.
- Contractor shall spend a minimum of one (1) hour per month with each participant to provide support and guidance to address ongoing needs, group counseling as appropriate, educational advocacy, assistance to pursue college or other post high school training, job readiness training and support, mentoring, help in building relationships to community, family, neighbors and employers and other relationship area.
- Contractor shall spend a minimum of two (2) hours weekly with each participant on plan follow through, goals and ambitions to provide encouragement, motivation, tutoring and linkage to academic, vocational and support services.

2. Educational and Job Readiness Services

- Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participant to obtain in a high school diploma, General Educational Development (GED), High School Proficiency prior to graduation from the program.

- Contractor shall work closely with colleges and vocational programs to facilitate participants' research of options for higher education to include enrollment, financial assistance, tutoring or other needed assistance.
- Contractor shall collaborate with local agencies that provide job readiness training and education services for each participant.

3. Economic Stabilization

- Contractor shall work with the participant to establish checking accounts, budgets, and calendars for paying bills on time. The participant will be responsible for telephone services.
- Contractor shall provide monthly allotments to the participant once Contractor and County determine the participant is ready. Participant will place monthly allotment into a checking account. Contractor shall create a statement for the participant listing the total monthly bills to include their share of the rent and utilities. Participant will pay these bills timely using their established checking account.
- Contractor shall provide an allowance of \$335 per month to the participant for utilities, laundry, food, cleaning supplies, transportation, and personal necessities.
- Contractor shall pay participant's rent of \$433 per month initially. The responsibility for payment shall transition to the participant upon approval of the Contractor and the County.
- Contractor shall establish an emancipation savings fund for the participant of \$50 per month. The emancipation fund will be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. This fund will not be accessible until the participant is ready to leave the program unless the participant petitions the Contractor to access the fund. The petition must promote emancipation to be considered. The petition must be approved by the Contractor and the County. Any funds retained by the Contractor on behalf of the participant, shall be distributed, including principal and interest, to the participant when he/she leaves the program or earlier if permitted by the THP+ program guidelines.

4. Life Skills

- Contractor shall provide mentoring to the participant to develop life long family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- Contractor shall work with participant to identify, maintain, encourage and strengthen family ties.
- Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and college application, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, linkage to medical services, mental health services and dental appointments and other necessary services.

- Contractor shall provide the participant with individual and group support directly and provide referrals for counseling therapy as needed.

5. Housing Services

- Contractor shall inform the participant of living options to include rental location and potential roommates. Contractor shall invite the participant to see the rental and meet the prospective roommate.
- Contractor shall provide apartment furnishings when Agreement funds are available. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with apartment furnishings.
- Contractor shall secure participant housing and utilities in Contractor's name initially. Contractor shall make rent and utility payments, with the exception of telephone services.
- Contractor shall do a site visit of the participant's apartment initially a minimum of two (2) visits per week in the first month of participation. After the first month, Contractor shall do a site visit once per week until the participant leaves the program.
- Contractor shall gradually transfer the rental agreement and utilities into the participant's name as greater responsibility is demonstrated by the participant.

6. 24-Hour Crisis Intervention

- Contractor shall provide twenty-four (24) hour crisis intervention and support. Participants will have access to twenty-four (24) hour on-call services seven (7) days per week via an after hours service. Participants will be provided with an emergency card with access instructions. Contractor shall provide verbal instructions to the participant on when and how to use the service.

C. EMPLOYMENT SERVICES PROGRAM

1. Contractor shall assess the referred participant within thirty (30) days of enrollment. Assessment process includes meeting with participant and caregiver to identify potential obstacles, completion of a work history form, completion of applicant statement, completion of the Test of Adult Basic Education (TABE) documents and completion of the Employability Skills Inventory.
2. Contractor shall prepare an Individual Service Strategy plan for each enrolled participant within thirty (30) days of enrollment.
3. Contractor shall provide three (3) weeks of highly structured intensive job readiness training that includes job search training for THP+ Program participants. The job search training may be extended beyond three (3) weeks if it is determined that the participant's performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment. Flexible sessions will be available to accommodate the schedule of the participants.

- a. Contractor, working with County, shall make reasonable modifications of services to accommodate participants who have a learning disability. Reasonable accommodations or modifications and adjustments may be necessary to make it possible for a qualified participant with a learning disability to apply for or perform the essential functions of a job or to participate in Contractor services.
 - b. Contractor shall assess participants to identify social and educational barriers to employment and assist with planned solutions.
5. With the goal of passing the General Educational Development (GED) certificate, the Contractor shall provide intensive GED preparation as documented in the participant's Individual Service Strategic Plan to include tutoring, coaching, and a pre-test.
 6. Contractor shall provide supervised job search services. Contractor shall give support, supportive services, and job tips, and provide job search tools to include developing and maintaining a variety of partnerships with work sites. Contractor shall introduce participants to these worksites in "pre-interviews" linking the participant's unique skill levels to the job and assuring a fit for the participant's diverse needs.
 7. Contractor shall provide vocational training program placement services when Agreement funds are available. All vocational program training must be accredited and will be required to provide participant with a diploma or certificate upon completion of the training. Contractor shall review and consider all requirements necessary for the participant to successfully complete the training. Contractor shall obtain approval from the County THP+ Social Worker, via email. Once approval is received, Contractor shall assist the participant in completing the enrollment process. Vocational program training cost shall not exceed \$6,000 per participant without prior approval from CSA and shall be dependent on the availability of THP Plus funds.
 8. Contractor shall provide supportive services and supplies as required by the job or vocational training program such as, but not limited to: books, welding supplies, bus tickets, and uniforms when Agreement funds are available.
 9. Contractor shall provide thirty (30) day job or vocational training program retention follow up support and encouragement after job or program placement, by addressing the needs of keeping the participant focused on the job or program and by heading off any problems in advance and encouraging THP+ participants to stay in touch. Services shall include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participants. Contractor to provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Day before first day of work/training program	Support and encouragement
First day of work/training program	Find out how it went and any needs
First week	Check on program/work/non-work issues
Weekly for 30 days	Follow-up on how things are going

10. Contractor shall provide on-going job or vocational training program retention follow up support and encouragement after job or program placement for up to six (6) months following job placement or completion of vocational training, by addressing the needs of keeping the participant focused on the job or program, and by heading off any problems

in advance and encouraging THP+ participants to stay in touch throughout the participant's eligibility as described in EXHIBIT A, II. COMPENSATION:, A. Costs:, Paragraph 11. of this Agreement. Extensions may be approved by THP + Program Manager. Services shall include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participant. Contractor to provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Bi-weekly from thirty (30) days to maximum participant eligibility	Follow-up to meet participant needs Assist with job/program progression

11. At least monthly, Contractor shall communicate with the THP+ Social Worker, in writing and by phone, regarding THP+ participants' progress, their identified unmet needs, and/or barriers to job or training program retention.
12. Contractor shall meet monthly with the THP+ Social Worker to assess implementation progress.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

The maximum amount of this Agreement for the period May 19, 2009, through June 30, 2010, shall not exceed \$239,297.

1. SCATTERED SITES SERVICES PROGRAM

For the time period May 19, 2009, through December 31, 2009, compensation is unit of service.

May 19, 2009 through June 30, 2009 shall not exceed \$73,927

July 1, 2009 through December 31, 2009 shall not exceed \$41,060

- a. The maximum amount of the unit of service is \$2,053 per month per enrolled participant. This is a fixed rate, per unit of service Agreement. One unit of service equals one (1) month.
- b. Apartment furnishings for participants will be reimbursed, with the necessary backup information, for the time period May 19, 2009, through June 30, 2009.

2. SCATTERED SITES SERVICES AND EMPLOYMENT SERVICES PROGRAM

For the time period January 1, 2010, through June 30, 2010, compensation is cost reimbursement and shall not exceed \$124,310.

- a. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.

- b. Contractor and County shall agree to the maximum job skills or vocational program expenses per individual. The maximum amount per individual shall not exceed \$6,000 without prior approval from CSA and shall be dependent on the availability of THP Plus funds.
 - B. Contractor shall make no charge to the recipient and shall collect no share of cost.
 - C. This Agreement shall be effective May 19, 2009, through June 30, 2010.
 - D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement include all allowable Contractor costs, both indirect and direct, relative to this Agreement.
 - E. Costs must conform with Federal costs, regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
 - F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
 - G. Billings:
 - 1. Contractor shall submit billings, in County specified format, within twenty (20) days following the end of service month, for **January 2009 through April 2009** services. Billings for service months of **May and June 2009** are as follows:
 - May 2009 is due June 5, 2009**
 - June 2009 is due June 12, 2009**
 - 2. Contractor shall submit billings, in County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010** services. Billings for service months of **May and June 2010** are as follows:
 - May and June 2010 is due June 10, 2010**
- Billing requirements are subject to change and the Contractor will be notified in writing.
- 3. Billings will be submitted to:

Stanislaus County Community Services Agency
 Attention: Accounts Payable Supervisor, F3A
 P.O. Box 42
 Modesto, CA 95353-0042
 (209) 558-2217

4. Invoice will include the following:

SCATTERED SITES SERVICES PROGRAM

For the time period May 19, 2009, through December 31, 2009, unit of service: participant name, month served and total due, for cost reimbursement items: itemized receipt, participant name and signature of participant receiving furnishings.

SCATTERED SITES SERVICES PROGRAM AND EMPLOYMENT SERVICES PROGRAM

For the time period January 1, 2010, through June 30, 2010, cost reimbursement. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, Contractor assigned number, birth date and case number (if available) and associated direct participant service expenditures.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billings). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.

**ASPIRANET
 AGREEMENT TO PROVIDE
 SCATTERED SITES AND EMPLOYMENT SERVICES FOR
 TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
 JANUARY 1, 2010 THROUGH JUNE 30, 2010
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	51,588
Fringe Benefits @ 15-25% (Invoice actual employer paid only)	9,286
Sub Total Salaries & Benefits	\$ 60,874
Operating (Mileage, phones, utilities, office supplies etc.)	5,520
Direct THP Plus Participant Costs (Scatter Site Housing/Living Expenses including rent, utilities, food, etc) (Vocational Education & Tuition)	47,984
Admin Costs @ 10%	9,932
Total Budget	<u>\$124,310</u>