

KS

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

DEPT: Community Services Agency

BOARD AGENDA # *B-6

Urgent Routine

AGENDA DATE June 11, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Agreements to Aspiranet for the Provision of Transitional Housing and Employment Services to Former Foster Youth

STAFF RECOMMENDATIONS:

1. Approve the agreement with Aspiranet for the provision of transitional housing and employment services for Transitional Housing Program Plus participants in an amount not to exceed \$327,303.
2. Approve the agreement with Aspiranet for the provision of employment services for Non-Minor Dependents (NMD) participating in Extended Foster Care After 18 program in an amount not to exceed \$30,000.
3. Authorize the Purchasing Agent to sign the agreements and any amendments, not to exceed the agreement total amount of \$357,303.

FISCAL IMPACT:

The agreements total \$357,303 of which \$327,303 is for housing and employment services for Transitional Housing Program (THP) Plus participants and \$30,000 is for employment services for Extended Foster Care After 18 Program participants. Agreements are for the period of July 1, 2013 through June 30, 2014. Appropriations and estimated revenues to support the awarded contracts are included in the Agency's Fiscal Year 2013-2014 Proposed Budget. Funding for THP Plus and Extended Foster Care After 18 programs are 100% state funded with no additional cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2013-270

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

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

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.

Effective January 1, 2011, Assembly Bill 12 Extended Foster Care(EFC)/After 18 Program was implemented in Stanislaus County. This bill extended foster care up to age 21 for foster youth who turned 18 on or after January 1, 2002 and meet the eligibility criteria, including youth in foster care under Probation supervision. Through this program, housing is provided through traditional foster care for participants who qualify for EFC. The goal of EFC is to provide increased preparation time and skills for foster care dependents transitioning to adulthood and self-sufficiency rather than serve as merely an extension of traditional foster care. Providing this population with employment services, vocational training and life skills will help them meet the challenges of adulthood. Annually there are approximately 40 foster care dependents that turn 18 in Stanislaus County.

On January 8, 2013 the Board of Supervisors authorized the General Services Agency to issue Request for Proposal #12-65-SAS on behalf of the Community Services Agency (CSA), for the provision of Transitional Housing and Employment Services to Former Foster Youth participating in the Transitional Housing Program-Plus (THP-Plus) Program and in Extended Foster Care After 18 Program. One proposal was received. A review panel of five (5) panel members: two from the Community Services Agency, one from the Chief Executive office, one from Behavioral Health and Recovery Services and one from Stanislaus County Office of Education (SCOE) reviewed the proposal based on the information set forth in the Request for Proposals packet. On March 22, 2013 the agency was notified in writing of the intent to award.

At this time the Agency is recommending that the Board of Supervisors award two agreements to Aspiranet, separating the transitional housing and employment services for the Transitional Housing Program Plus (THP Plus) participants from the employment services for the Extended Foster Care After 18 Program participants who are not

eligible for transitional housing services. The recommended agreements will provide a range of services to prepare the THP-Plus program youth participant and Non-Minor Dependents (NMD) 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.

POLICY ISSUES:

Approval to award the agreements 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.

CONTACT PERSON:

Kathryn Harwell, Director 558-2500

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2013 THROUGH JUNE 30, 2014**

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 with an effective date of July 1, 2013.

RECITALS

WHEREAS, the County has a need for youth Transitional Housing Program Plus (THP+) services; 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 shall 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 shall 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.

3. 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 shall 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.

4. 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 shall 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 shall 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

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

7.1.1 General Liability Insurance: 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.

7.1.2 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.

7.1.3 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 may 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. Further, 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 (2) 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 shall 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 shall 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.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. 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 non-discrimination 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.

12.2 Contractor shall include the non-discrimination 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 Boulevard, 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. 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.

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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 shall comply with the provisions of the code section.

26. MATCHING FUNDS

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

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

- 27.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall be referred to as the "prospective recipient".
- 27.2 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.

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.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs

Title: Assistant Executive Officer,
GSA Director/Purchasing Agent

Dated: 7-1-13

ASPIRANET

By: 
Vernon Brown

Title: CEO

Dated: 5/24/13


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

By: 

Title: Deputy County Counsel

Dated: 5/22/13

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

By: 
Kathryn M. Harwell

Title: Director

Dated: 6/6/13

COUNTY OF STANISLAUS

Approved per BOS Item #: 2013-270

Dated: June 11, 2013

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2013 THROUGH JUNE 30, 2014**

Request for Proposal/Qualifications/Information #12-65-SS issued by Stanislaus County GSA Purchasing Division; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

Contractor shall provide the following transitional services as referred by the County to former foster youth ages eighteen to twenty-four (18-24) participating in Transitional Housing Program Plus (THP+) Program:

- A. Contractor shall enroll former foster youth participants in the Scattered Sites Services, Host Family Model Services, Emancipation Account 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 After-Care Social Worker. Contractor shall follow the County's Guidelines for enrollment in the Host Family Model of Transitional Housing Plus.
- B. Contractor shall complete the following former foster youth THP-Plus participants:
 - 1. Quarterly THP+ assessment using the John Burton (JB) Foundation Data Base or Efforts to Outcomes (ETO). Provide copies to County Independent Living Program/Transitional Housing Program Plus (ILP/THP+) Manager and Supervisor.
 - 2. Annual Survey conducted by JB Foundation. Provide copies to County ILP/THP+ Manager and Supervisor.
 - 3. Any other reports required by California Department of Social Services and County's THP+ Program.
 - 4. Contractor shall meet monthly with the County ILP/THP+ Team (Manager, Social Worker Supervisor, ILP Coordinator and County After-Care Social Worker) to review implementation and progress.
 - 5. Communicate with ILP/THP+ Social Worker Supervisor any immediate issues regarding the program.

6. Contractor shall provide annual and ad hoc outcome reports to the ILP/THP+ Leadership Team (Manager and Social Worker Supervisor). Reporting areas could include, but not be limited to the number and percentage of: youth obtaining a GED, youth obtaining a high school diploma, youth obtaining a certificate of completion, youth enrolled in vocational training, youth completing vocational training, enrolled in junior college and the semester they started, enrolled in 4-year education program and the semester they started, employed part-time and their hourly wage, employed full-time and their hourly wage, total number of youth entered/exited during a requested time period, average length of participation, and employment status upon exit. Additional outcome areas include housing status upon entry and housing status upon exit.

C. SCATTERED SITES SERVICES PROGRAM

1. Assessment
 - a. Contractor shall screen, prioritize and elect eligible participants for scattered site model as referred by County After-Care Social Worker.
 - b. Contractor shall certify the scattered site home/apartment by completing a home evaluation that includes an assessment of home standards.
 - c. Contractor shall provide incidental funding to secure housing as needed (application fee, etc.) which will then be reimbursed by the County.
 - d. Contractor shall discuss responsibilities and complete required forms with the participant.
2. Case Management
 - a. Contractor shall coordinate with the County Independent Living Program (ILP)/After-Care Program staff to meet the goals outlined in the Supportive Transitional Emancipation Plan-Transitional Independent Living Plan (STEP-TILP) or 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 and provide copies to the County After-Care Social Worker.
 - b. 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.
 - c. 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.

- d. Contractor shall provide supportive services based on needs as they apply to the youth participating in educational and employment services, and emergency situations such as bus tickets, food, diapers for babies of parenting teens, etc.

3. Educational and Job Readiness Services

- a. 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.
- b. 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.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services for each participant.

4. Economic Stabilization

- a. Contractor shall work with the participants to establish checking accounts, budgets, and calendars for paying bills on time. The participants will be responsible for telephone services.
- b. Contractor shall provide monthly allotments to the participants once Contractor and County determine the participants are ready. Participants will place monthly allotments into a checking account. Contractor shall create a statement for the participants listing the total monthly bills to include their share of the rent and utilities. Participants will pay these bills timely using their established checking accounts.
- c. Contractor shall provide an allowance of **\$335** per month to each participant for utilities, laundry, food, cleaning supplies, transportation, and personal necessities.
- d. Contractor shall pay participants' rent up to a maximum of **\$800** per month, initially. The responsibility for payment shall transition to the participants upon approval of the Contractor and the County.
- e. Contractor shall establish an emancipation savings funds for the participants of \$50 per month. The emancipation funds shall be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. These funds will not be accessible until the participants are ready to leave the program, unless the participants petition the Contractor to access the funds. 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 participants, shall be distributed, including principal and interest, to the participants when he/she leaves the program or earlier if permitted by the THP+ program guidelines.

Note: If funds are available at the end of the fiscal year, the active participants may receive additional emancipation funds for successful participation at the end of the months 3, 6, 12, 15, 18, 21, and 24. Successful participation means: doing well in school, being employed or actively looking for work and following the THP+ regulations and procedures.

5. Life Skills

- a. Contractor shall provide mentoring to the participants to develop lifelong family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- b. Contractor shall work with participants to identify, maintain, encourage and strengthen family ties.
- c. 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.
- d. Contractor shall provide the participants with individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall inform the participants of living options to include rental location and potential roommates. Contractor shall invite the participants to see the rentals and meet the prospective roommates.
- b. 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.
- c. Contractor shall secure participants' housing and utilities in Contractor's name initially. Contractor shall make rent and utility payments, with the exception of telephone services. As renter/lease, Contractor will purchase renters insurance for the leased/rented property initially. Contractor will be responsible for property damages and can invoice for reasonable repairs to cover, but not limited to: cleaning, locks and other reasonable maintenance. Contractor will be responsible for working with the lessor to negotiate for reasonable repairs only. Contractor must ensure that the facility is properly maintained by the youth. Contractor has the responsibility to educate the youth about maintaining the property in satisfactory condition. If there are troubling issues, the contractor must communicate with the CSA social worker immediately.

- d. Contractor shall do a site visit of the participants' 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 participants leave the program.
- e. Contractor shall gradually transfer the rental agreement, rental insurance and utilities into the participant's name as greater responsibility is demonstrated by the participant.

7. 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 shall be provided with an emergency card with access instructions. Contractor shall provide verbal instructions to the participants on when and how to use the service.

D. HOST FAMILY MODEL SERVICES

1. Assessment

- a. Contractor shall screen, prioritize, assess and select eligible participants for Host Family Model as referred by County After-Care Social Worker.

Selection criteria are as follows:

- 1) Urgent housing need;
 - 2) Participants' ability to succeed in a host family model;
 - 3) Participants' motivation and commitment to pursue post-secondary education/vocational training that is likely to lead to employment with a living wage;
 - 4) The lifelong connections have a high level of commitment as a permanency resource and is willing/able to support the participants' relationships with siblings and other important connections;
 - 5) The lifelong connections have training, experience and/or references evidencing their ability to work constructively with transition-aged youth, especially the participants;
 - 6) The participants and lifelong connections are able to work in a team environment;
 - 7) The participants must be enrolled in the program prior to their twenty-fourth (24th) birthday.
- b. Evaluate the lifelong connections and certify as THP+ placement. Follow the process set forth in the County's Host Family Model evaluation and licensing standards.

Interview the lifelong connections and assess the following:

- 1) Permanency relationship/level of commitment to the participants with or without children;
 - 2) Willingness/ability to support/maintain other permanency relationships of the participants;
 - 3) Training experience and/or ability to provide stable, non-temporary housing, work as a team and mentor the participants;
 - 4) Potential impact as THP+ providers if the home is currently licensed, certified or approved as a foster home or other child care facility;
 - 5) Family composition and impact on other children and/or dependent children in the Host Family's home;
- c. Certify homes by completing home evaluations to assess home standards, sleeping arrangements (no more than two THP+ participants will share a bedroom), the degree of privacy, and compliance with licensing standards (such as smoke detectors in the homes).
- d. After certification, work with the lifelong connections and the participants in completing all the Host family Model documents such as:
- 1) Shared Housing Responsibilities Agreement;
 - 2) Connected for Life Agreement;
 - 3) Budget Sheet (THP+ Estimated Cost per month per participant form)
 - 4) Transitional Independent Living Plan. Note that this document shall be updated annually or more frequently if necessary. GED or high school diploma must be included in the TILP or a vocational plan.
- e. Discuss the Team Members' responsibilities and provide the participants and lifelong connections with copies of these documents.

2. Case Management

- a. Contractor shall coordinate with the County Independent Living Program (ILP)/After-Care program staff to meet the goals outlined in the Supportive Transitional Emancipation Plan-Transitional Independent Living Plan (STEP-TILP) or 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 and provide copies to the County After-Care Social Worker.

- b. Contractor shall complete the THP+ Assessment and Service Plan within two (2) weeks of program enrollment and provide copies to the County After-Care Social Worker.
- c. Contractor shall meet with the participants and lifelong connections a minimum of two (2) hours per month to provide support and guidance and address ongoing needs, group counseling as appropriate, educational advocacy, assistance to pursue college or other post high school training and support, mentoring, help in building relationships to community, family, neighbors and employers and other relationship areas. Based on the participant need, Contractor may meet with participants and lifelong connections more frequently.
- d. Contractor shall make referrals to other services as needed.
- e. Contractor shall provide supportive services based on need as they apply to the youth participating in educational and employment services and emergency situations such as bus tickets, food, diapers for babies of parenting teens, etc.

3. Educational and Job Readiness Services

- a. Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participants to obtain in a high school diploma, General Educational Development (GED) or High School Proficiency prior to graduation from the program.
- b. 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.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services for each participant.

4. Economic Stabilization

- a. Contractor shall work with the participants to establish checking accounts, budgets, and calendars for paying bills on time. The participants will be responsible for telephone services.
- b. Contractor shall provide payment to lifelong connections, as determined by County, at a minimum of \$500, but not to exceed \$800 per month. Payment shall cover housing. Participants are expected to apply for food stamps to cover food expenses.
- c. The participants' responsibility for the housing payment/contribution directly to lifelong connections shall steadily increase as follows:

At 7 months - **\$100**
 At 12 months - **\$200**
 At 18 months - **\$300**
 At 21 months - **\$400**

At 24 months – the participants become financially responsible for full payment.

- d. The housing amount will remain at a rate determined by County if the youth is participating in an educational activity with the goal of acquiring skills for future employment.
- e. Contractor shall establish an emancipation savings fund for each THP+ participant. The Contractor will deposit into each THP+ participant's account \$50 monthly for each month the youth participates. The emancipation fund shall be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. These funds will not be accessible until the participants are ready to leave the program, unless the participant petitions the Contractor to access the funds. The petitions must promote emancipation to be considered. The petitions must be approved by the Contractor and the County. Any funds retained by the Contractor on behalf of the participants, shall be distributed, including principal and interest, to the participants when he/she leaves the program or earlier if permitted by the THP+ program guidelines.

Note: If funds are available at the end of the fiscal year, the active participants may receive additional emancipation funds for successful participation at the end of the months 3, 6, 12, 15, 18, 21, and 24. Successful participation means: doing well in school, being employed or actively looking for work, following the THP+ regulations and procedures.

5. Life Skills

- a. Contractor shall provide mentoring to the participants to develop lifelong family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- b. Contractor shall work with participants to identify, maintain, encourage and strengthen family ties.
- c. 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.
- d. Contractor shall encourage the lifelong connections to provide life skills to the participants.
- e. Contractor shall provide the participants with individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall assess the participants' eligibility to move to the scattered site or other housing models available and if eligible discuss housing options that include rental location and potential roommates. Contractor shall invite the participants to see the rentals and meet the prospective roommates.
- b. Contractor shall provide start up furnishing if needed and when funds are available. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with home furnishings.
- c. Contractor shall do a site visit of the participants' homes, initially a minimum of two (2) visits per month in the first month of participation. After the first month, Contractor shall do a site visit once per month until the participants leave the program. Contractor shall assess the participants' progress and lifelong connections' commitment to the participants and the program. Frequent visits may occur depending on the needs of the participants and lifelong connections.

7. 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 shall be provided with an emergency card with access instructions. Contractor shall provide verbal instructions to the participants on when and how to use the service.

8. County Pre-Assessment

County shall provide pre-assessment screening of the lifelong connection providers for the Host Family Model. The pre-assessment screening consists of a criminal background check (obtained through live scan) and completion of declarations under the penalty of perjury by all adults living in the home. County shall report to Contractor if the Host Family has cleared the criminal background.

E. EMPLOYMENT SERVICES PROGRAM

1. Contractor shall assess the referred participants within thirty (30) days of enrollment. Assessment process includes meeting with participants and caregivers 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 participants' performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment. Flexible sessions shall 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 qualified participants 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 each participant to identify social and educational barriers to employment and outline solutions.
4. With the goal of obtaining a General Educational Development (GED) certificate, Contractor shall provide intensive GED preparation as documented in the participant's Individual Service Strategic Plan to include tutoring, coaching, and a pre-test.
5. Contractor shall provide supervised job search services. Contractor shall give supportive services, 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 participants' unique skill levels to the job and assuring a fit for the participants' diverse needs.
6. 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 participants with a diploma or certificate upon completion of the training. Contractor shall review and consider all requirements necessary for participants to successfully complete the training. Contractor shall obtain approval from the County Social Worker, via email. Once approval is received, Contractor shall assist participants in completing the enrollment process. Vocational program training cost shall not exceed \$6,000 per participant without prior written approval from County and shall be dependent on the availability of THP+ funds.
7. 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, uniforms, food (when traveling to job sites or job corps), application fees, etc. when Agreement funds are available. Contractor will provide incentives for job internships.

8. 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.
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 participants 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 shall be via phone conversations with the participants. Contractor shall 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 thirty (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 participants 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. 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 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>
Bi-weekly from thirty (30) days to	Follow-up to meet participant needs maximum participant eligibility Assist with job/program progression

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

F. YOUTH SAVINGS ACCOUNT SERVICES FOR FORMER FOSTER YOUTH

Contractor shall be responsible to administer the THP+ Emancipation fund accounts in the same manner as defined in Section D. Scattered Sites Services Program, 4. Economic Stabilization, d.

II. COMPENSATION:

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

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2013, through June 30, 2014, shall not exceed \$327,303.00.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
4. Contractor and County shall agree to the maximum job skills or vocational program expenses per individual. The maximum amount per individual shall not exceed \$6,000.00 without prior approval from County and shall be dependent on the availability to THP+ funds.
5. Upon termination of the Agreement, Contractor shall remit all remaining funds in the Youth Emancipation Savings Account to the County within thirty (30) days of the termination date. The remittance shall include a list of participants who received funds, each participant's name, case number and account balance at the time of termination.

B. Contractor shall make no charge to the recipient and shall collect no share of cost.

C. This Agreement shall be effective July 1, 2013, through June 30, 2014.

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 **July 2013 through April 2014 services. Billings for service months of May and June 2014 are as follows:**

May 2014 is due June 6, 2014
June 2014 is due June 13, 2014

Billing requirements are subject to change and the Contractor shall be notified in writing.

2. Billings shall be submitted to:

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

3. 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, social security number and case number (if available).

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after the invoice has been approved by the County, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). 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. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.

**ASPIRANET
 AGREEMENT TO PROVIDE
 TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES FOR FORMER FOSTER YOUTH
 JULY 1, 2013 THROUGH JUNE 30, 2014
 AGREEMENT BUDGET**

YOUTH TRANSITIONAL HOUSING PROGRAM PLUS (THP+) SERVICES

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 78,847
Fringe Benefits (Invoice actual employer paid only)	<u>\$ 14,729</u>
Total Personal	\$ 93,576
Operating Expenses	\$ 36,631
Youth Related Expenses	\$187,739
Indirect (10% of Salaries & Benefits)	\$ 9,357
<u>TOTAL COSTS</u>	<u>\$327,303</u>

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
EMPLOYMENT SERVICES FOR COUNTY FOSTER YOUTH
JULY 1, 2013 THROUGH JUNE 30, 2014**

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 with an effective date of July 1, 2013.

RECITALS

WHEREAS, the County has a need for employment training and work related services; 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 shall 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 shall 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.
3. 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 shall 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.

4. 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 shall 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 shall 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

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

7.1.1 General Liability Insurance: 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.

7.1.2 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.

7.1.3 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 may 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. Further, 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 (2) 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 shall 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 shall 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.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. 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 non-discrimination 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.

12.2 Contractor shall include the non-discrimination 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 Boulevard, 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. 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.

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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 shall comply with the provisions of the code section.

26. MATCHING FUNDS

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

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

- 27.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall be referred to as the "prospective recipient".
- 27.2 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.

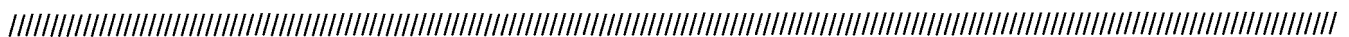
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall 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.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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 shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. 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.



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.

COUNTY OF STANISLAUS

ASPIRANET

By: _____
Keith D. Boggs

By: _____
Vernon Brown

Title: Assistant Executive Officer,
GSA Director/Purchasing Agent


Title: CEO

Dated: _____

Dated: 5/24/13

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

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

By: _____


By: _____

for Kathryn M. Harwell

Title: Deputy County Counsel

Title: Director

Dated: 5/22/13

Dated: 6/6/13

COUNTY OF STANISLAUS

Approved per BOS Item #: _____

Dated: _____

**ASPIRANET
AGREEMENT TO PROVIDE
EMPLOYMENT SERVICES FOR COUNTY FOSTER YOUTH
JULY 1, 2013 THROUGH JUNE 30, 2014**

Request for Proposal/Qualifications/Information #12-65-SS issued by Stanislaus County GSA Purchasing Division; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

Contractor shall provide the following employment services as referred by the County to Non-Minor Dependents ages eighteen to twenty-one (18-21) participating in AB12/After 18 Program:

- A. Contractor shall enroll AB12/After 18 Program participants in the Employment Services programs within ten (10) days of referral. Enrollment includes contact with the County Social Worker and the participant to gather data and completion of enrollment documents. Contractor shall send copies of enrollment documentation to the County Social Worker.

Non-Minor Dependents (NMD) are young adults who opt in, to participate in AB 12 Extended Foster Care services which include placement services, case management and service arrangement and delivery. NMD remain under the jurisdiction of the Juvenile Court and must meet AB 12 participation conditions.

B. EMPLOYMENT SERVICES PROGRAM

1. Contractor shall assess the referred participants within thirty (30) days of enrollment. Assessment process includes meeting with participants and caregivers 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 Non Minor Dependents. The job search training may be extended beyond three (3) weeks if it is determined that the participants' performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment. Flexible sessions shall 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 qualified participants 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 each participant to identify social and educational barriers to employment and outline solutions.
4. With the goal of obtaining a General Educational Development (GED) certificate, Contractor shall provide intensive GED preparation as documented in the participant's Individual Service Strategic Plan to include tutoring, coaching, and a pre-test.
5. Contractor shall provide supervised job search services. Contractor shall give supportive services, 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 participants' unique skill levels to the job and assuring a fit for the participants' diverse needs. Stipend for the on the job training shall be determined by the youth's motivation and the availability of funding.
6. 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 participants with a diploma or certificate upon completion of the training. Contractor shall review and consider all requirements necessary for participants to successfully complete the training. Contractor shall obtain approval from the County Social Worker, via email. Once approval is received, Contractor shall assist participants in completing the enrollment process. Vocational program training cost shall not exceed \$6,000 per participant without prior written approval from County and shall be dependent on the availability of funds.
7. 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, uniforms, food (when traveling to job sites or job corps), application fees, etc. when Agreement funds are available. Contractor will provide incentives for job internships.
8. 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.
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 participants focused on the job or program and by heading off any problems in advance and encouraging 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 shall be via phone conversations with the participants. Contractor shall 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 thirty (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 participants focused on the job or program, and by heading off any problems in advance and encouraging participants to stay in touch throughout the participants' eligibility. Extensions may be approved by 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 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>
Bi-weekly from thirty (30) days to	Follow-up to meet participant needs maximum participant eligibility Assist with job/program progression

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

II. COMPENSATION:

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

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2013, through June 30, 2014, shall not exceed \$30,000.00.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.

3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Contractor and County shall agree to the maximum job skills or vocational program expenses per individual. The maximum amount per individual shall not exceed \$6,000.00 without prior approval from County and shall be dependent on the availability to funds.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2013, through June 30, 2014.
- 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 **July 2013 through April 2014 services. Billings for service months of May and June 2014 are as follows:**

May 2014 is due June 6, 2014
June 2014 is due June 13, 2014

Billing requirements are subject to change and the Contractor shall be notified in writing.

2. Billings shall be submitted to:

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

3. 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, social security number and case number (if available).

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after the invoice has been approved by the County, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). 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. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.

**ASPIRANET
 AGREEMENT TO PROVIDE
 EMPLOYMENT SERVICES FOR FOSTER YOUTH
 JULY 1, 2013 THROUGH JUNE 30, 2014
 AGREEMENT BUDGET**

EMPLOYMENT SERVICES FOR FORMER YOUTH AND AB12/AFTER 18 PROGRAM SERVICES

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 3,150
Fringe Benefits (Invoice actual employer paid only)	<u>\$ 630</u>
Total Personal	\$ 3,780
Operating Expenses	\$0
Youth Related Expenses	\$25,842
Indirect (10% of Salaries & Benefits)	\$ 378
<u>TOTAL COSTS</u>	<u>\$30,000</u>