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

| ACTION AGENDA SUMMAI | KY |
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| DEPT: Community Services Agency | BOARD AGENDA # *B-3 |
| Urgent ┌── Routine 📺 💉 | AGENDA DATE April 21, 2015 |
| CEO Concurs with Recommendation YES NO (Information Attached) | 4/5 Vote Required YES NO |
| SUBJECT: | |
| Approval to Award an Agreement with ASPIRAnet, a Californ of Independent Living Program (ILP) and ILP Youth Cente Foster Youth in Stanislaus County | • |
| STAFF RECOMMENDATIONS: | |
| Approve an agreement with ASPIRAnet, a C provision of Independent Living Program (ILP) and former eligible foster youth, as a result of a Request | I ILP Youth Center services to current and |
| Authorize the Community Services Agency Directors and any amendments thereto, with ASPIRAnet for the (ILP) and ILP Youth Center services to current and the s | he provision of Independent Living Program |
| FISCAL IMPACT: | |
| The term of the proposed agreement with ASPIRAnet is Ma option to renew the contract on a year to year basis up to a ma of the contract will not exceed \$329,711 for the fourteen (14) r Services Agency included funding in the amount of \$52,249 in | aximum of two additional years. The amount month term of the contract. The Community |
| (Continued on Page 2) | |
| BOARD ACTION AS FOLLOWS: | No. 2015-155 |
| On motion of Supervisor Chiesa , Second and approved by the following vote, Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairr Noes: Supervisors: None Excused or Absent: Supervisors: None Abstaining: Supervisor: None | man Withrow |
| 1) X Approved as recommended | |
| 2) Denied | |
| 3) Approved as amended 4) Other: | |
| MOTION: | |

ATTEST:

ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Award an Agreement with ASPIRAnet for the Provision of Independent Living Program and ILP Youth Center Services to Current and Former Eligible Foster Youth in Stanislaus County Page 2

FISCAL IMPACT (Continued):

Appropriations and estimated revenue for the remainder of the awarded contract will be included in the Agency's subsequent year budget submission. Funding for the ASPIRAnet Independent Living Program is 100% Federal and State funded.

There is no cost to the General Fund associated with this agreement.

| Fiscal Year | Budgeted Amount | |
|--------------------------|-----------------|--|
| 05/01/2015 to 06/30/2015 | \$ 52,249 | |
| 07/01/2015 to 06/30/2016 | \$277,462 | |
| Total | \$329,711 | |

DISCUSSION:

On August 26, 2014 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency for the provision of Independent Living Program (ILP) and ILP Youth Center services to current and former eligible foster youth.

The Independent Living Program provides services, training, and activities to assist current and eligible former foster youth in achieving responsible adulthood and self-sufficiency prior to and after leaving the foster care system or juvenile justice system. This program is also available to eligible probation youth. Often youth in the foster care system have lived through multiple traumas and disruptive events by the time they transition to adulthood. They have faced obstacles in the areas of education, employment, training and social supports. The ILP has provided the services, support and training to better prepare them for independence and responsible adulthood. Approximately 40 foster youth turn 18 annually in Stanislaus County.

In the past two years, sixty-seven (67) ILP youth graduated from high school. In 2014, there were 27 youth who attended post/secondary/vocational school and twelve (12) youth were employed at least 80 hours per month. The ILP program serves both Stanislaus County dependents and wards of the court residing in the County and dependents, as well as wards of the court from other counties who are residing in Stanislaus County. The program offers three tracks to eligible youth: Track A is consists of younger youth ages 16 and 17 years old; Track B consists of seniors in high school and those 17.5 years old; and Track C is consists of Non-Minor Dependents (NMD) in extended foster care ages 18 to 21 and emancipated/after care youth ages 18 to 21. An average of 71 youth attended the ILP classes every month held at Community Services Agency.

RFP #14-50-SS was issued on November 3, 2014 and was sent electronically to 139 vendors, 18 of which downloaded the RFP. A mandatory pre-proposal conference was

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held on November 13, 2014 with two vendors in attendance. The RFP closed on December 18, 2014. GSA received completed responses from the 2 vendors listed below:

- ASPIRAnet of Turlock, California
- Center for Human Services, of Modesto, California.

All of the proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of five (5) evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Community Services Agency, Behavioral Health and Recovery Services and the Stanislaus County Office of Education.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal and proposed budget. The RFP proposal was evaluated using the following criteria with the corresponding total number of available points in each category:

| PHASE II | MAXIMUM POINTS |
|---|----------------|
| Phase II – Proposer's Overall Qualifications | 20 |
| Phase II – Proposer's Experience with Targeted Population | 15 |
| Phase II – Implementation Plan/Accessibility/Location/Hours | 20 |
| Phase II – Outcomes/Performance Measures | 25 |
| Phase II – Proposed Budget | 20 |
| TOTAL POSSIBLE WEIGHT OR POINTS: | 100 |

The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II scores. The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The final average scores are as follows:

| | Total Available | ASPIRAnet | Center for Human Services |
|----------------|-----------------|-----------|------------------------------|
| TOTAL AVERAGE: | 100 | 94 | 89 |

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As shown above, ASPIRAnet received the highest average score of 94 of a possible 100 points. On February 24, 2015 GSA issued a Notice of Intended Award to ASPIRAnet and a Notice of Non-Award to the other proposer. No letter of protest was received during the five-day protest period of the RFP process. ASPIRAnet's agreement has a term beginning May 1, 2015 through June 30, 2016 with two optional one-year renewal terms.

POLICY ISSUE:

Approval of these requests supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver services needed to enhance the lives of current and eligible former foster youth in our community in a cost effective manner.

STAFFING IMPACT:

Community Services Agency staff is available to support this contract at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT PERSON:

Kathryn Harwell, Director (209) 558-2500

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER MAY 1, 2015 THROUGH JUNE 30, 2016

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 Corporation, with an effective date of May 1, 2015.

RECITALS

WHEREAS, the County has a need for independent living skills program and youth center services for child welfare youth; 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 effective date, May 1, 2015, through June 30, 2015, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 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 section 2 herein, subject to any applicable setoffs.
- 3.5 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.

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.

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 for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually 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 Title 2 CFR Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.
- 10.8 The annual audit requirement in section 10.7 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 including but not limited to federal, state and local funds, 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.
- 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 section 10, 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 shall comply 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

- 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, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief. Contractor and its officers, employees, agents or military and veteran status. 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 have a formal process 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 a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

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

To County:

County of Stanislaus

Community Services Agency Attention: Contracts Manager

PO Box 42

Modesto, CA 95353

To Contractor:

Aspiranet

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

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

. . .

- 22.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.
- 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 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

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. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

26. CONVICTION OF CRIME

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

- 26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal state or local funds for this or any other Agreement unless certified by County.

- 28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".
 - 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
 - D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 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 section 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 section 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor 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.

30. ENTIRE AGREEMENT

- 30.1 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.
- 30.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

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

| COUNTY | OF ST | ANISLA | JS |
|--------|--------|---------|---------------|
| COMMUN | ITY SI | ERVICES | AGENCY |

ASPIRANET

| By: Kathryn M. Harwell | Ву: | Vernon Brown | |
|---|--------|--------------|--|
| Title: <u>Director</u> | Title: | CEO | |
| Dated: 4/24/15 | Dated: | 4/8/15 | |
| APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING | | | |
| By: Club | | | |
| Title: Deputy County Counsel | | | |
| Dated: 4/2/15 | | | |
| COUNTY OF STANISLAUS | | | |
| Approved per BOS Item #: $\frac{2015-155}{1}$ | | | |
| 1/2/15 | | | |

ASPIRANET AGREEMENT TO PROVIDE INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER MAY 1, 2015 THROUGH JUNE 30, 2016

Request for Proposal/Qualification/Information #14-50-SS issued by Stanislaus County GSA Purchasing Division; the Contractor'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:

The Independent Living Skills Program (ILP) provides services, training and activities to assist current and eligible former foster youth to achieve self-sufficiency, thus increasing the likelihood of successful transition to independent living and the youth's ability to meet their own needs in the community. The program is also available to eligible probation youth.

A. Target Populations and Definitions:

- 1. Stanislaus County minor dependents ages 14-151/2 years of age and who are likely to remain in foster care. Defines as: Early Start Emancipation ILP
- 2. Stanislaus County minor dependents and probation youth 16-18 years of age
- 3. Out-of-County minor dependents and probation youth placed in Stanislaus County 16-18 years of age
- 4. Stanislaus County Non-Minor Dependents (NMD) in extended foster care 18-21 years of age
- 5. Out-of-County Non-Minor Dependents (NMD) in extended foster care 18-21 years of age placed in Stanislaus County
- 6. Stanislaus County emancipated/after care youth 18-21 years of age
- 7. Youth between the ages of 16-18 years and participating in Kinship Guardianship Assistance Payment Program (Kin-Gap)

B. Contractor shall provide the following services for the County eligible foster and probation youth:

- 1. Activities and classes to include, but not limited to the following:
 - Support groups
 - Daily living skills
 - Social skills
 - Money management (how to open a checking and savings account in addition to managing money)
 - Time management
 - Anger management
 - Decision making processes
 - Building self-esteem
 - Financial assistance with college or vocational schools
 - Educational resources and planning
 - Employment services
 - Job preparation

- Career assessment and development
- Personal awareness
- Financial aid workshops
- Computer training
- Nutrition education
- Family planning
- Parenting classes (parenting teens)
- Sexuality and sexual behavior
- Drug and alcohol prevention
- Home health and safety management
- Hygiene and personal care
- First Aid and Cardiopulmonary Resuscitation (CPR)
- Positive relationships and domestic abuse/violence prevention
- Community service and volunteering opportunities
- Leadership skills
- Development of lifelong connection
- Other classes or training that will improve the youth's life skills
- 2. ILP Classes and activities should be provided by appropriate field experts who have a license relevant to the topic.
- 3. Contractor shall provide adequate staff supervision of the youth attending ILP classes or activities.
- 4. Beginning July 1, 2015, provide ILP evening classes at the ILP Youth Center on a specific day and time most convenient to the eligible youth.
- 5. Beginning July 1, 2015, provide a light meal for youth attending evening class and other events, i.e. graduation and/or support groups.
- 6. Create monthly calendar/class flyer to send to new and existing youth.
- 7. Complete all the communication and notices regarding ILP eligibility and scheduling of classes to eligible ILP youth and to referring staff from the case carrying county.
- 8. Provide early emancipation services to youth ages 14-151/2.
- 9. Meet individually with the youth to review their Transitional Living Plan (TILP) and assist the youth and County social worker in ensuring the youth's completion of his/her goals as identified in the TILP. The TILP is completed by County social worker and the youth and caregiver.
- 10. Update Exit to Outcome (ETO) Database or other database with new referrals, track attendance, outcomes and update any address changes.
- 11. Provide activities that promote networking, positive relationships, and development of self-esteem. This could include: art shows, movie night, fashion show, arts and drama etc.
- 12. Provide educational trips at a minimum of twice a year that include: trips to colleges and universities, museums, theaters, companies and other relevant venues to promote awareness and education.

- 13. Schedule an annual leadership retreat for the youth outside Stanislaus County for skills and leadership development. The site proposal shall be submitted to County Manager IV/III for approval at least 100 days before the event.
- 14. Organize the annual ILP graduation and recognition event in conjunction with County Manager IV/III.
- 15. Work collaboratively with County staff, social workers and other partners.
- 16. Participate and attend monthly contract monitoring meeting with CSA Adult, Child and Family Services Division which will be held at 251 Hackett Road, Modesto, CA.
- 17. Participate in California Welfare Directors Association (CWDA) ILP Committee with CSA ILP staff liaison, and attend any ILSP regional meetings.
- 18. Provide incentive payment/stipend to eligible youth (ages 16-21) for participation in the following:
 - Class attendance
 - High school graduation
 - GED completion
 - Vocational training completion
 - College or university enrollment
 - Other pre-authorized activity
 - Emancipated Youth Services (EYS)
 - National Youth Transitional Database (NYTD) at age 17, 19 and 21
 - Leadership participation
- 19. Receive ILP referrals from County social workers and out-of-county ILP staff and process timely these within five (5) working days.
- 20. Coordinate youth for youth panels when requested by MJC/Foster Parent Training or other events that arise.
- 21. Beginning July 1, 2015, provide aftercare supportive services (i.e. bus passes for job interviews and school attendance, interview clothing, college books, etc.) to emancipated youth up to age 21. Monitor and track the supportive services expenses to stay within the budget.
- 22. Contractor staff training expenses for this Agreement require County approval. Contractor must submit training requests via email thirty (30) days prior to the registration of any training to be reimbursed from County. County shall respond to Contractor with either an approval or denial of each training request within three (3) business days.
- 23. Travel out of Stanislaus County with the youth included in this Agreement must be approved sixty (60) days prior to the event. Travel requests shall be submitted via email to the County Program Manager III for approval at least 30 days before the schedule date.
- 24. Contractor shall provide a staffing ratio of one (1) staff per every four (4) youth for all field trips and travel activities with the youth.

C. ILP Youth Center

Contractor shall provide adequate leased space for the services listed below. Contractor shall maintain the insurance requirements as listed in Section 7 of the body of this agreement for the leased space for the term of this Agreement. The following services shall be provided at the Youth Center located at 1800 Tully Road, Suite C, Modesto, CA, 95350:

- 1. Maintain a safe, clean and secure facility with equipment, including, but not limited to: janitorial, utilities, telephones, desks, chairs and computers sufficient in quantity to provide services under this Agreement.
- 2. A supportive and safe site for ILP youth to participate in activities, classes and networking.
- 3. Solicit partners from the community and collaborate with local public and private agencies including non-profit organizations and faith community to enhance services (co-location) at the ILP Youth center and funding. This includes employment agencies, businesses, behavioral health, housing, education, tax preparation, advocacy, health education, medical partners, tutoring, GED program, arts and science activities, information and referral, legal advice and other support system.
- 4. Eligible ILP youth access to the Youth Center and ILP staff Monday Friday 10:00 am 7:00 pm excluding holidays. Contractor to provide supervision of the youth during hours of operation.
- 5. Create Independent Living Skills Program (ILSP) brochures to send to new youth by July 1, 2015.
- 6. Provide biannual ILP newsletter submissions which highlight ILP program and Youth Center activities and successes to eligible youth, partners and/or County social workers.
- 7. A setting that is conductive to meeting the following for ILP youth:
 - Social needs
 - Education needs
 - Emotional needs
 - Mental health needs, including substance abuse cessation
 - Life skill goals
 - Accessibility to computers for writing or homework.
- 8. Provide supportive services such as the following:
 - Get much needed professional support
 - Access computers for resume writing or homework, or job search
 - Counseling services
 - Support group
 - Activities that promote self-awareness and development
 - Advocacy
 - Other services such as health, financial aid, legal services, mentoring, etc.

- 9. Mentor and train foster youth and transition them for employment at the ILP Center.
- 10. Organize an ILP youth leadership council to assist the adult staff and youth staff in developing goals for the ILP and ILP Youth Center. The Youth Council will provide suggestions and ideas to improve the programs and the operation of the Youth Center.
- 11. Provide activities and services such as support groups or counseling services to meet the youth's needs in the area of mental health and substance abuse.
- 12. Work collaboratively with CSA staff, social workers, and youth participants and other partners to ensure success of the ILP programs and Youth Center.

D. OUTCOMES:

Outcome measurements to be determined by mutual agreement by July 31, 2015.

- 1. Improved leadership skills
- 2. Increased GED completion and high school graduation rates
- 3. Increased employability and employment
- 4. Improved base life skills
- 5. Reduced teen pregnancies
- 6. Improved parenting skills
- 7. Increase in support system and lifelong connections

E. REPORTING:

Contractor shall provide monthly, quarterly and annual outcome reports to County to be determined by mutual agreement by July 31, 2015. Reporting to include but not limited to:

- 1. California Department of Social Services (CDSS) Annual ILP report,
- 2. Pre and post-test survey results
- 3. Outcome reporting.
- 4. Submit results of youth satisfaction survey to County Program Manager IV and Manager III.

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 May 1, 2015, through June 30, 2016, shall not exceed \$329,711. The maximum amount per program/time period is as follows:
 - a. May 1, 2015, through June 30, 2015, shall not exceed \$ 52,249.
 - b. July 1, 2015, through June 30, 2016, shall not exceed \$277,462.

- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B1-3 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 B1-3, or as the budget is thereafter amended or obligated.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective May 1, 2015, through June 30, 2016.
- 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. Effective July 1, 2015, California Department of Social Services is expecting each County Welfare Department to comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR Part 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110. A-122 and A-133. 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:

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1. Contractor shall submit billings, in a County specified format. Billings for service months of May and June 2015 are as follows:

May 2015 is due June 5, 2015 June 2015 is due June 12, 2015

2. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July 2015 through April 2016 services. Billings for service months of May and June 2015 are as follows:

May 2016 is due June 3, 2016 June 2016 is due June 10, 2016

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

3. Billings shall be submitted to:

Stanislaus County Community Services Agency Attention: Accounts Payable Supervisor, E2A P.O. Box 42 Modesto, CA 95353-0042 (209) 558-2217

4. 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 of paid 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, and case number (if available). For reimbursement of incentives include supporting documentation showing youth name and signature listing each incentive received for the month.

H. Payments:

- If the conditions set forth in this Agreement are met County shall pay, on or before
 the thirtieth (30th) day after receipt of the billing, the sum of money claimed by the
 approved billing, (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.
- 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. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at http://www.stancounty.com/auditor/internal-audit-division.shtm which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request should be submitted to CSA Program Manager via email.

- 4. County retains the right to withhold payment on disputed claims.
- 5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

ASPIRANET AGREEMENT TO PROVIDE INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER MAY 1, 2015 THROUGH JUNE 30, 2016 AGREEMENT BUDGET

| BUDGET CATEGORY | CONTRACT TOTAL |
|---|-------------------------------|
| Personnel Services Salaries Fringe Benefits (Invoice actual employer paid only) | \$153,928 <u>\$ 39,713</u> |
| Total Personnel | \$193,641 |
| Operating Expenses | \$105,969 |
| Indirect 10% of Personnel and Operating | <u>\$ 30,101</u> |
| TOTAL COSTS | \$329,711 |

ASPIRANET AGREEMENT TO PROVIDE INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER MAY 1, 2015 THROUGH JUNE 30, 2015 AGREEMENT BUDGET

| BUDGET CATEGORY | CONTRACT TOTAL |
|---|-----------------------------|
| Personnel Services Salaries Fringe Benefits (Invoice actual employer paid only) | \$18,250 <u>\$ 4,709</u> |
| Total Personnel | \$22,959 |
| Operating Expenses | \$24,540 |
| Indirect 10% of Personnel and Operating | <u>\$ 4,750</u> |
| TOTAL COSTS | \$52,249 |

ASPIRANET AGREEMENT TO PROVIDE INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER JULY 1 1, 2015 THROUGH JUNE 30, 2016 AGREEMENT BUDGET

| BUDGET CATEGORY | CONTRACT TOTAL |
|---|-------------------------------|
| Personnel Services Salaries Fringe Benefits (Invoice actual employer paid only) | \$135,678 <u>\$ 35,004</u> |
| Total Personnel | \$170,682 |
| Operating Expenses | \$ 81,429 |
| Indirect 10% of Personnel and Operating | \$ 25,35 <u>1</u> |
| TOTAL COSTS | \$277,462 |