KH	,
Nr.	

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

DEPT: Community Services Agency	BOARD AGENDA # <u>*B-4</u>
Urgent 🔲 Routine 🔳 📈	AGENDA DATE September 1, 2015
CEO Concurs with Recommendation YES 📈 NO 🗌	4/5 Vote Required YES 🔲 NO 🔳
(Information Attached)	

SUBJECT:

Approval to Award an Agreement with ASPIRAnet, a California Non-Profit Corporation, for the Provision of Time Limited Intensive Family Reunification Services in Stanislaus County

STAFF RECOMMENDATIONS:

- 1. Approve an agreement with ASPIRAnet, a California Non-Profit Corporation, for the provision of Time Limited Intensive Family Reunification Services, as a result of a Request for Proposal process for such services.
- 2. Authorize the Community Services Agency Director, or her designee, to sign the agreement, and any amendments up to \$75,000, with ASPIRAnet for the provision of Time Limited Intensive Family Reunification Services.

FISCAL IMPACT:

The term of the proposed agreement with ASPIRAnet is October 1, 2015 through June 30, 2017 with an optional one (1) year renewal term. The amount of the contract will not exceed \$167,950 for the twenty one (21) month term of the contract. The Community Services Agency included funding in the amount of \$72,000 in the 2015-2016 Proposed Budget.

(continued on Page 2)			
BOARD ACTION AS FOLLOWS:	No. 2015-409		
Noes: Supervisors: <u>None</u> Excused or Absent: Supervisors: None	, Seconded by Supervisor <u>O'Brien</u>		
MOTION:			

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award an Agreement with ASPIRAnet, a California Non-Profit Corporation, for the Provision of Time Limited Intensive Family Reunification Services 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 Time Limited Intensive Family Reunification Services agreement is 100% Federal and State funded.

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

Fiscal Year	Budgeted Amount	
10/01/2015 to 06/30/2016	\$ 72,000	
07/01/2016 to 06/30/2017	\$ 95,950	
Total	\$167,950	

DISCUSSION:

On April 28, 2015 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 Time Limited Intensive Family Reunification Services in Stanislaus County.

One of the program services that CSA provides via contract is Time Limited Intensive Family Reunification Services performed through community based organizations that benefit children and families participating in the Child Welfare Family Reunification program. In general terms "Time Limited Intensive Family Reunification Services" means the services and activities are provided to a child that is removed from the biological parents or primary caregiver due to child abuse and neglect. The child is placed in out of home care, such as a foster home or relative. Services are provided to the biological parents or primary caregiver of such a child (including families with a medically frail child) in order to facilitate the reunification of the child to a safe and nurturing environment.

The selected provider will meet with the parents or primary caregiver to help develop an in-depth plan to overcome barriers to reunification. This plan helps drive the service delivery which includes: housing search, obtaining a job, accessing mental health services, transportation to visitations with their biological child and modeling how to utilize community supports.

Approval to Award an Agreement with ASPIRAnet, a California Non-Profit Corporation, for the Provision of Time Limited Intensive Family Reunification Services in Stanislaus County Page 3

The provider will provide between five (5) and twenty (20) hours of direct services per week to each family depending on the needs, the stage of treatment, and the family's transition to self-sufficiency. The current provider has served one hundred seventeen (117) families since the beginning of the contract, July 1, 2013. The current provider's contract was scheduled to end on June 30, 2015; therefore, CSA requested in the third quarter budget a contract extension through September 30, 2015 to allow enough time for the RFP to be completed and a new contract to be written with the awarded provider.

RFP #15-19-SS was issued on May 14, 2015 and was sent electronically to 923 vendors, 30 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on May 26, 2015 with one (1) vendor in attendance. The RFP closed on June 15, 2015. GSA received a completed response from the one (1) vendor listed below:

• ASPIRAnet of Turlock, California

The proposer 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 proposal. The Evaluation Committee was comprised of representatives from Redwood Sober Living, Community Services Agency and Nirvana.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of the 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:

	MAXIMUM POINTS
Program Description	35
Capacity of Proposer	25
Outcomes/Performance Measures/Effectiveness Summary	2 - Section - Constrainty - Particular Phase () - Section 2000 - Section -
Proposed Budget	20
TOTAL POSSIBLE WEIGHT OR POINTS:	100

Approval to Award an Agreement with ASPIRAnet, a California Non-Profit Corporation, for the Provision of Time Limited Intensive Family Reunification Services in Stanislaus County

Page 4

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

	Total Available	ASPIRAnet
TOTAL AVERAGE:	100	94%

As shown above, ASPIRAnet received an average score of 94 of a possible 100 points. On July 15, 2015 GSA issued a Notice of Intended Award to ASPIRAnet. No letter of protest was received during the five-day protest period of the RFP process. ASPIRAnet's agreement has a term beginning October 1, 2015 through June 30, 2017 with an optional one (1) year renewal term.

POLICY ISSUES:

Approval of the requested actions 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 children and families 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 PRO FAMILY PROGRAM SERVICES OCTOBER 1, 2015 THROUGH JUNE 30, 2017

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **ASPIRANET** ("Consultant"), a California non-profit corporation, and entered into as of the later of October 1, 2015, or the execution of the Agreement by both parties (the "Effective Date").

INTRODUCTION

WHEREAS, County has the need for Pro Family Program Services; and Consultant has agreed to provide those services;

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

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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
 - 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement shall be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.
 - 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant shall be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the invoice period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 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 **through June 30, 2017**, 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant 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 Consultant'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 Consultant
- 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work shall require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

- 7.1 Consultant 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. 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
 - 7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.
 - 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant 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 Consultant agrees that it shall be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant'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, Consultant 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. Consultant 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 for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant and County 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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 described in section 10.1 above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 invoices and records of the Consultant related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.5 Consultant 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 non-exclusive means: field reviews, audit claims, monthly review of records.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit for each Consultant's fiscal years included in term of this Agreement when Consultant 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, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 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 Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 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 Consultant 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 Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.
- 11. CONFIDENTIALITY

Consultant 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 Consultant 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 Consultant 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 <u>http:</u> //www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf.
- 12. NON-DISCRIMINATION
 - 12.1 During the performance of this Agreement, Consultant 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, or military and veteran status. Consultant 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant 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 Consultant's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 P.O. Box 42 Modesto, CA 95353 To Consultant: Aspiranet Attention: Vernon Brown, CEO 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080

16. CONFLICTS

Consultant 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.

- 22.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant shall also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant 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

Consultant 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 Consultant 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 Consultant.
- 26.2 Consultant 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 Consultant 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. Consultant 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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, <u>Federal Register</u> (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 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, 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 <u>www.medi-cal.ca.gov</u>.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <u>http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</u> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant 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 STANISLAUS

an By: Kathryn M. Harwell FOR

Title: Assistant Director

Dated: 9/2/2015

APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING

ву: (// л л

Title: Deputy County Counsel

Dated:_____8/17/19

ASPIRANET

By: ernon Brown

Title: CEO

Dated: 8/24/15

COUNTY OF STANISLAUS

Approved per BOS Item # 2015-409

Dated: 09/1/15

ASPIRANET AGREEMENT TO PROVIDE PRO FAMILY PROGRAM SERVICES OCTOBER 1, 2015 THROUGH JUNE 30, 2017

Request for Proposal/Qualification/Information #15-19-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. The referenced Request for Proposal meets California Department of Social Services Management and Office Procedures Chapter 23-600 Purchase of Service requirements (23-621) to allow contracted services to be provided up to 36 months. Therefore, this contract will have an optional one (1) year renewal term.

I. SCOPE OF WORK:

- A. Consultant shall provide Pro Family Intensive Family Reunification services to County referred families. County referred families shall include but not limited to Family Reunification, families with a medically frail child, developmentally delayed families and regional center connected children. The short term program is intended to be completed within ninety (90) days depending on each family's needs. Any services over 90 days not to exceed one hundred (120) days must be approved by County's Supervisor and Manager. The provider will notify the social worker and supervisor of the need to increase prior to 90 days so that appropriate approval is completed. If services are rendered over 90 days with no prior approval, these services are non-billable time. At the end 120 days, if the family has not completed the service plan, the provider will notify the social worker and supervisor to request for additional 90 days with a completed updated assessment. This request must be approved by supervisor and manager.
 - 1. Referral:

Services may be provided under this Agreement only to those families and in those amounts authorized by County on an Encumbrance Form. County retains the ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be compensated. County shall forward referral and Encumbrance form to Consultant.

2. Assessment:

The Pro Family AspiraNet Supervisor shall contact the family within one (1) to three (3) business day of the referral to describe the program, answer questions and arrange for strength-based family assessment. The assessment takes place either in the family's home or in a mutually convenient community setting. The assessment consists of a family psychosocial interview and administration of the Adult-Adolescent Parenting Inventory. The Program Supervisor shall provide the County social worker with a copy of their assessment within ten (10) days of

completion. If the assessment uncovers risk factors presenting an immediate crisis, the Program Supervisor shall notify County immediately. If, at any time during the assessment, the family decides not to participate in the program, the Program Supervisor shall notify County, provide the family and/or County with other resources, and make referrals if indicated.

3. Service Planning:

Once the assessment has been completed, the program staff shall work with the family to identify goals and objectives for service. All goals are in accordance with the court-ordered reunification plan. Consistent with program philosophy, goals and objectives will be strength-based, clearly stated and measurable. The approved plan will be completed within seven (7) days of the assessment. The family will receive a copy of the service plan. The program supervisor will also provide the social worker a copy of the service plan. Areas addressed in the service plan include basic needs, community service and resources, support networks and self-sufficiency.

4. Service Delivery:

The Parent Partner/Case Manager shall visit the home as needed in order to review progress, monitor risk, assist with resources and provide direction toward achieving the goals established in the individual service plan. The Parent Partner/Case Manager provides an average of between five (5) and twenty (20) hours of direct service per week to each family depending upon family need, the stage of treatment and the family's transition into independence. The Program Manager will monitor plan development, progress, safety, and service completion. This may include helping the family enhance their skills in problem solving, home management and other life skills. It also may include assisting them to build social supports, how to access resources, skills in advocacy and practical application of parenting skills and other skills they have learned from programs that they have completed. All of these are to ensure the safety of the child in the home when reunification occurs.

At sixty (60) days the family's ability to complete the service plan within 90 days will be assessed. For families able to complete this time frame, the remaining thirty (30) days will be used to transition the family to self-sufficiency. For families in need of additional time, services can be extended for 30 days with the approval of county supervisor and manager. At the end of 120 days, if the family has not completed their service plan, an updated assessment will be completed. This assessment and a request for additional 90 days will be sent to County for review and approval.

5. Transportation:

The Parent Partner/Case Manager shall assess the need to assist with transportation based on the client's need and availability of resources (i.e. availability of bus passes and public transit). Transportation shall be provided by the Parent Partner/Case Manager to the family as it relates to their case plan services and is mutually agreed upon by County and Consultant. At minimum, this transportation shall include, but not be limited to: medical appointments (to assist with parenting issues that surround the care and well-being of the child), housing search (i.e. showing the parent how to search for housing, complete applications, etc.) and budgeting, etc.

6. Reporting:

Consultant shall prepare a monthly progress review for each family which will include an evaluation of the family's ability to complete the plan. The reports shall be submitted every thirty (30) days as follows:

Report 1- Due 30 days following the Assessment Report 2- Due 60 days following the Assessment

If service delivery continues beyond 90 days, progress reports should be submitted every 30 days.

7. Outcomes:

It is expected that the Contractor shall meet the following outcomes during the performance of this agreement:

- a. Provide a family psychosocial interview and administer the Adult-Adolescent Parenting Inventory for every family referred. Measurement of this outcome shall be evidenced by a <u>monthly</u> report provided by the contractor that shows the number of families referred and the completion of family assessment.
- b. Identify goals and objectives for each family and track progress and completion of each goal and objectives. Measurement of this outcome shall be evidenced by a <u>monthly</u> report provided by the contractor that shows the number of goals per family, the percentage of goal completion.
- c. Utilize a customer survey questionnaire for the family and have the family complete this survey at the completion of their service plan. Provide the county a copy of the survey for each family upon completion.
- d. Consultant shall provide an <u>annual</u> narrative that includes a summary of services provided during the term of the Agreement 30 days following the term of the Agreement.

The following are to be provided in the annual report:

- # of families served
- # of families served for housing
- # of families provided transportation (indicate reasons such as medical appointments
- # of families that completed the service plan within 30 days, within 90 days, within 120 days, over 120 days
- # of families reunified related to the services provided
- # other types of services provided to families and results
- B. Community Involvement:
 - 1. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
 - 2. Consultant shall initiate and maintain contact with existing local Child Abuse Prevention Council and Family Resource Centers (FRC).

II. COMPENSATION:

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

- A. Costs:
 - 1. The maximum amount of this Agreement for the period October 1, 2015, through June 30, 2017, shall not exceed \$167,950. This amount shall purchase a maximum of 3,359 units of service at a fixed rate of \$50.00 per unit of service.
 - The maximum amount for the period October 1, 2015, through June 30, 2016, shall not exceed \$72,000.
 - The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$95,950.
 - 2. This is a fixed rate, per unit of service Agreement. One unit of service equals one (1) hour.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective October1, 2015, through June 30, 2017.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must 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 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 Consultant 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 Consultant any minimum amount of funds or hours.
- G. Invoices:
 - 1. For the services provided in the months of October 2015 through April 2016, Consultant shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for the service months of May and June 2016 are as follows:**

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

2. For the services provided in the months of July 2016 through April 2017, Consultant shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for the service months of May and June 2017 are as follows:**

May 2017 is due June 2, 2017 June 2017 is due June 9, 2017

Invoice requirements are subject to change and the Consultant shall be notified in writing.

3. Invoices 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. Invoice shall include the following: type and date of service, number of units of service billed, service rate, client name, Encumbrance Form number and total due.
- H. Payments:
 - 1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, 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 shall not pay for unauthorized services rendered by Consultant or for the claimed services which County monitoring shows have not been provided as authorized.
 - 3. County retains the right to withhold payment on disputed claims.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE PRO FAMILY PROGRAM SERVICES OCTOBER 1, 2015 THROUGH JUNE 30, 2017

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and **ASPIRANET** (hereinafter referred to as "Consultant") that the Agreement entered into on October 1, 2015, for the provision of Pro Family Program services is hereby amended as follows:

WHEREAS language clarification is needed; and

WHEREAS Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

EXHIBIT A, I., SCOPE OF WORK:, is hereby deleted and replaced with the following:

- I. SCOPE OF WORK:
 - A. Consultant shall provide Pro Family Intensive Family Reunification services to County referred families. County referred families shall include but is not limited to Family Reunification, families with a medically frail child, developmentally delayed families and regional center connected children. The short term program is intended to be completed within ninety (90) days depending on each family's needs. Any services over ninety (90) days, not to exceed one hundred twenty (120) days, must be approved by County's Supervisor and Manager. Consultant will notify the social worker and supervisor of the need to increase prior to ninety (90) days so that appropriate approval is completed. If services are rendered over ninety (90) days with no prior approval, these services are non-billable time. At the end one hundred twenty (120) days, if the family has not completed the service plan, Consultant will notify the County social worker and supervisor to request for an additional ninety (90) days with a completed updated assessment. This request must be approved by supervisor and manager.
 - 1. Referral:

Services may be provided under this Agreement only to those families and in those amounts authorized by County on an Encumbrance Form. County retains the ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be compensated. County shall forward referral and Encumbrance form to Consultant.

2. Assessment:

The Pro Family Aspiranet Supervisor shall contact the family within one (1) to three (3) business days of the referral to describe the program, answer questions and arrange for strength-based family assessment. The assessment takes place either in the family's home or in a mutually convenient community setting. The assessment consists of a family psychosocial interview and administration of the Adult-Adolescent Parenting Inventory. The Program Supervisor shall provide the

County social worker with a copy of their assessment within ten (10) days of completion. If the assessment uncovers risk factors presenting an immediate crisis, the Program Supervisor shall notify County immediately. If, at any time during the assessment, the family decides not to participate in the program, the Program Supervisor shall notify County, provide the family and/or County with other resources, and make referrals if indicated.

3. Service Planning:

Once the assessment has been completed, the program staff shall work with the family to identify goals and objectives for service. All goals are in accordance with the court-ordered reunification plan. Consistent with program philosophy, goals and objectives will be strength-based, clearly stated and measurable. The approved plan will be completed within seven (7) days of the assessment. The family will receive a copy of the service plan. The Program Supervisor will also provide the social worker a copy of the service plan. Areas addressed in the service plan include basic needs, community service and resources, support networks and self-sufficiency.

4. Office Time:

The Parent Partner shall contact the family by phone within one (1) to three (3) business of days. If the phone is not in service, the Parent Partner will contact the County social worker, by phone or email for updated contact information. If the Parent Partner is unsuccessful within three (3) additional business days, in contacting the family using the updated information, Parent Partner will send a letter to the family with an appointment date and time that they will go to the family's residence. If the family is not present when the Parent Partner arrives at the appointed date and time the County will be billed for a no-show appointment of one (1) hour.

5. Service Delivery:

The Parent Partner/Case Manager shall visit the home as needed in order to review progress, monitor risk, assist with resources and provide direction toward achieving the goals established in the individual service plan. The Parent Partner/Case Manager provides an average of between five (5) and twenty (20) hours of direct service per week to each family depending upon family need, the stage of treatment and the family's transition into independence. The Program Manager will monitor plan development, progress, safety, and service completion. This may include helping the family enhance their skills in problem solving, home management and other life skills. It also may include assisting them to build social supports, how to access resources, skills in advocacy and practical application of parenting skills and other skills they have learned from programs that they have completed. All of these are to ensure the safety of the child in the home when reunification occurs.

At sixty (60) days the family's ability to complete the service plan within ninety (90) days will be assessed. For families able to complete this time frame, the remaining thirty (30) days will be used to transition the family to self-sufficiency. For families in need of additional time, services can be extended for thirty (30) days with the approval of County supervisor and manager. At the end of one hundred twenty (120) days, if the family has not completed their service plan, an updated assessment will be completed. This assessment and a request for additional ninety (90) days will be sent to County for review and approval.

6. Transportation:

The Parent Partner/Case Manager shall assess the need to assist with transportation based on the client's need and availability of resources (i.e. availability of bus passes and public transit). Transportation shall be provided by the Parent Partner/Case Manager to the family as it relates to their case plan services and is mutually agreed upon by County and Consultant. At minimum, this transportation shall include, but is not limited to: medical appointments (to assist with parenting issues that surround the care and well-being of the child), housing search (i.e. showing the parent how to search for housing, complete applications, etc.) and budgeting, etc.

7. Reporting:

Consultant shall prepare a monthly progress review for each family which will include an evaluation of the family's ability to complete the plan. The reports shall be submitted every thirty (30) days as follows:

Report 1 – Due thirty (30) days following the Assessment Report 2 – Due sixty (60) days following the Assessment

If service delivery continues beyond ninety (90) days, progress reports should be submitted every thirty (30) days.

8. Outcomes:

It is expected that the Consultant shall meet the following outcomes during the performance of this agreement:

- a. Provide a family psychosocial interview and administer the Adult-Adolescent Parenting Inventory for every family referred. Measurement of this outcome shall be evidenced by a <u>monthly</u> report provided by the Consultant that shows the number of families referred and the completion of family assessment.
- b. Identify goals and objectives for each family and track progress and completion of each goal and objectives. Measurement of this outcome shall be evidenced by a **monthly** report provided by the Consultant that shows the number of goals per family, the percentage of goal completion.
- c. Utilize a customer survey questionnaire for the family and have the family complete this survey at the conclusion of their service plan. Provide the County a copy of the survey for each family upon completion.
- d. Consultant shall provide an <u>annual</u> narrative that includes a summary of services provided during the term of this Agreement thirty (30) days following the term of the Agreement.

The following are to be provided in the annual report:

- # of families served
- # of families served for housing
- # of families provided transportation (indicate reasons such as medical appointments
- # of families that completed the service plan within thirty (30) days, within ninety (90) days, within one hundred twenty (120) days, over one hundred twenty (120) days
- # of families reunified related to the services provided
- # other types of services provided to families and results

- B. Community Involvement:
 - 1. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
 - 2. Consultant shall initiate and maintain contact with existing local Child Abuse Prevention Council and Family Resource Centers (FRC).

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

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

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY

ASPIRANET

PY By:____

By: Vernon Brown

Title: Director

Title: CEO

Dated:_ //6//17

_____ Dated:___ /2/ 30/16

APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING

ecul ____ Bv:

Title: Deputy County Counsel

V Dated:_____12

COUNTY OF STANISLAUS

Approved per BOS Item #: 2015-409

Dated: September 1, 2015