

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

DEPT: Community Services Agency

BOARD AGENDA #: *B-3

AGENDA DATE: May 23, 2017

SUBJECT:

Approval to Award an Agreement with ASPIRAnet for the Provision of Transitional Housing Services for Former Foster Youth

BOARD ACTION AS FOLLOWS:

No. 2017-265

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency
Urgent Routine

BOARD AGENDA #: *B-3

AGENDA DATE: May 23, 2017

CEO CONCURRENCE: pht

4/5 Vote Required: Yes No

SUBJECT:

Approval to Award an Agreement with ASPIRAnet for the Provision of Transitional Housing Services for Former Foster Youth

STAFF RECOMMENDATIONS:

1. Approve an agreement with ASPIRAnet for the provision of transitional housing services for former foster youth, 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 to provide transitional housing services for former foster youth.

DISCUSSION:

On September 20, 2016 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 transitional housing services for former foster youth.

The Transitional Housing Placement Plus Program (THP-Plus) was implemented by Assembly Bill 427 in 2001 to address the alarming rates of homelessness among foster youth emancipating from the foster care system. The THP-Plus Program continues to provide the housing resources needed by former foster youth. To date, the THP-Plus Program has provided safe and affordable housing to over 17,000 former foster youth ages 18-24 across California. In Stanislaus County, approximately 11 former foster youth received THP-Plus Program services in the 2014-2015 Fiscal Year. Of the 11 who received services, eight of the 11 had their high school diploma at the time of enrollment and during their participation 5 started working, 5 started attending Modesto Junior College, 1 started working to acquire their General Educational Development (GED) certificate and 1 began vocational training. At the end of the 2014-2015 Fiscal Year, the 3 former foster youth that exited the THP-Plus Program were renting their own apartment. During Fiscal Year 2015-2016, 15 former foster youth received THP-Plus Program services. Of the 15 who received services, 12 out of 15 had their high school diploma at the time of enrollment and during their participation 12 began working, 7 started attending Modesto Junior College, 1 began vocational training and 1 began attending California State University Stanislaus. During the 2015-2016 Fiscal Year only 1 former foster youth exited the program early and was living with relatives.

While participating in the THP-Plus Program, the former foster youth receive services that involve housing, case management, educational, job readiness, economic stabilization (which

Approval to Award an Agreement with ASPIRAnet for the Provision of Transitional Housing Services for Former Foster Youth

includes retention strategies for new and current employment), life skills and 24 hour crisis intervention assistance. These services help prepare the youth participants for the workforce and/or includes academics as a pathway to earning a high school diploma or General Educational Development (GED) certificate. The former foster youth participating in the THP-Plus Program can receive assistance including but not limited to the following: \$900 a month for rent, a \$400 allowance for utilities, laundry, food, cleaning supplies, transportation, a \$200 utility deposit and \$100 a month to establish an emancipation savings fund. The goal of the THP-Plus Program is that former foster youth will have secure, stable housing after graduation from the program and is progressing with his/her life goals in the area of education, physical/mental well-being, connections to the community, employment, and self-sufficiency.

The housing models provided to the youth are the Host Family Model where the youth live in the home of a former foster parent or a support person whom they had connection and the Scattered Site Model where the youth (if eligible) live independently in an apartment located in areas near their school or employment.

RFP 16-64-DQ was issued on November 30, 2016 and sent electronically to 742 vendors, 36 of which downloaded the RFP. A mandatory pre-proposal conference was held on December 13, 2016 and 1 vendor was in attendance. The RFP closed on January 04, 2017 and GSA received complete responses from the 1 vendor listed below:

- ASPIRAnet – Modesto, CA

The proposer met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 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 a member from San Joaquin County.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal along with the proposed budget. The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

Phase II	ASPIRAnet Proposal
Total Average Points	73/100

The proposal met the criteria set forth in the RFP and provides the best value to the County, with proposed budget and all other factors considered.

POLICY ISSUE:

Approval of the agreement with ASPIRAnet as result of a Request for Proposal process allows the Community Service Agency to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three year term

Approval to Award an Agreement with ASPIRAnet for the Provision of Transitional Housing Services for Former Foster Youth

imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The total cost of the ASPIRAnet transitional housing services for former foster youth contract is \$654,606 for the period of July 1, 2017 through June 30, 2019. The amount will not exceed \$327,303 for Fiscal Year 2017-2018. The Community Services Agency included funding in the amount of \$327,303 in the 2017-2018 Proposed Budget.

Appropriations and estimated revenue for the remainder of the awarded contract will be included in the Agency’s subsequent year budget submission. Funding for transitional housing services for former foster youth is provided through 2011 Realignment Funds. This program is 100% state funded and as such, there is no cost to the County General Fund associated with this contract.

Cost of recommended action:		\$ 327,303
Source(s) of Funding:		
2011 Realignment	\$ 327,303	
Funding Total:	<u>\$ 327,303</u>	
Net Cost to County General Fund		<u><u>\$ -</u></u>

Fiscal Year:	2017/2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of n/a

BOARD OF SUPERVISORS’ PRIORITY:

Approval of these requests supports the Board’s Priorities of A Health Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver services needed to enhance the lives of 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 contract 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 M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

ASPIRAnet THP Plus Services Contract

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND ASPIRANET FOR
TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES
FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2019**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and ASPIRANET ("Contractor"), a California non-profit corporation, and entered into as of the later of July 1, 2017, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

WHEREAS, the County has a need for Transitional Housing and Employment Services for Former Foster Youth (THP-PLUS) 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 purpose 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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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 through **June 30, 2019**, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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. 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.

Contractor shall comply with all local, state and federal laws and regulations.

5. 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.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

- 7.2 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. STATUS OF CONTRACTOR

- 8.1 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.
- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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. 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 Contractor.
- 8.5 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.

- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's reimbursement exceeds \$75,000 per fiscal year.
- 9.8 Contractor 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.

- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.

11. NON-DISCRIMINATION

- 11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a 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. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

12. ASSIGNMENT

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. 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.

14. NOTICE

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

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 25.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 25.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

26. MATCHING FUNDS

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

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

- 27.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".
- 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 27, 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 27 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 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

- 28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.

- 29.2 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.



IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

ASPIRANET

By: 
Kathryn M. Harwell

By: 
Vernon Brown

Title: Director

Title: CEO

Dated: 5/25/17

Dated: 5/5/17

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

COUNTY OF STANISLAUS

By: 

Approved per BOS Item #: 2017-265

Title: Deputy County Counsel

Dated: 5/23/17

Dated: 5/3/17

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2019**

Request for Proposal #16-64-DQ 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:

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

1. Contractor shall interview former foster youth participants within ten (10) days of referral, for potential enrollment in the Scattered Sites Services, Host Family Model Services, Emancipation Account Services and Employment Services programs.
2. Contractor shall communicate with County After-18 social worker/staff and the participant to gather data and complete enrollment documents.
3. AB 12 social worker/staff will make the determination who will participate in the program, with input from the Contractor.
4. Contractor shall email copies of enrollment documentation to the County After-18 Social Worker Supervisor II.
5. Contractor shall follow the County's Guidelines for enrollment in the Host Family Model of Transitional Housing Plus.

B. Assessments and Reports:

Contractor shall complete the following for former foster youth THP-Plus participants:

1. Quarterly THP-Plus assessment using the John Burton (JB) Foundation Data Base or Efforts to Outcomes (ETO). Outcomes shall be emailed to County Independent Living Program/Transitional Housing Program Plus (ILP/THP-Plus) Manager and Supervisor, and discussed quarterly.
2. Annual Survey conducted by JB Foundation. Outcomes shall be emailed to County ILP/THP-Plus Manager and Supervisor, and discussed annually.
3. Other reports required by California Department of Social Services and County's THP-Plus Program.

4. Contractor shall meet monthly with the County ILP/THP-Plus Team (Manager, Social Worker Supervisor, ILP Coordinator and County After-Care Social Worker) to review implementation, progress and outcomes
5. Communicate with ILP/THP-Plus Social Worker Supervisor any immediate issues regarding the program.

C. Scattered Site Services:

1. Assessment

- a. Contractor shall screen, prioritize and elect eligible participants for scattered site model as referred by County After-Care Social Worker.
- b. Contractor shall certify the scattered site home/apartment by completing a home evaluation that includes an assessment of home standards.
- c. Contractor shall provide incidental funding to participants to secure housing as needed (application fee, etc.) which will then be reimbursed by the County.
- d. Contractor shall discuss responsibilities and complete required forms with the participant.

2. Case Management

- a. Contractor shall develop a Transitional Independent Living Plan (TILP) with each participant within the first two (2) weeks of program enrollment. Contractor shall report TILP goals to the County Social Worker Supervisor during monthly meeting. Copies and updates of TILP's shall be provided to County Social Worker Supervisor every six (6) months.
- b. Contractor shall spend a minimum of one (1) hour per month with each participant to provide support and guidance to address ongoing needs such as, group counseling, educational advocacy, and college or other higher education, job readiness training and support, mentoring, and fostering family and community relationships; family, neighbors and employers, as appropriate. Contractor shall provide delivery of service logs and contact notes monthly to be reviewed at the monthly meeting.
- c. Contractor shall spend a minimum of two (2) hours weekly with each participant, mentoring and providing encouragement regarding follow through on goals, ambitions and providing referrals to tutoring, education, vocational and support services. Contractor shall provide delivery of service logs and contact notes monthly to County Social Worker Supervisor. Contractor shall provide supportive services on an as need basis for youth participating in educational and employment services, or emergency situations. Items may include, but are not limited to bus tickets, and food and diapers for babies of parenting teens. Email approval for supportive service items must be received

from County Program Manager and same approval email to be provided to County Accounts Payable (AP).

3. Educational and Job Readiness Services

- a. Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participant to obtain a high school diploma or high school equivalency (HSE), prior to graduation from the program.
- b. Contractor shall work closely with colleges and vocational programs to facilitate participants' research of options for higher education including enrollment, financial assistance, tutoring or other needed assistance.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services to assist participants in these areas.

4. Economic Stabilization and Savings Account Services

- a. Contractor shall work with each participant to establish a checking account, budget, and calendar for paying bills on time.
- b. Contractor shall provide a monthly allowance to each participant once Contractor and County determine the participant is ready for the participant to manage a checking account. Contractor shall create a statement for each participant, listing the total monthly bills including rent and utilities. Participants shall pay these bills timely using their established checking accounts.
- c. Contractor shall provide an allowance of **\$400** per month to each participant for utilities, laundry, food, cleaning supplies, transportation, cell phone and personal necessities.
- d. Initially, Contractor shall pay participants' rent up to a maximum of **\$900** per month. Rent in excess of \$900 shall be considered according to participants' need and requires Program Manager written approval. The responsibility for the rent payment shall transition to the participant upon approval of the Contractor and the County, upon exit from the program.
- e. Contractor shall establish an emancipation savings fund for each participant of **\$50** per month. The emancipation fund shall be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. These funds shall not be accessible until the participant is ready to exit the program, or unless the participant petitions the Contractor to access the funds. The petition must promote the consideration of emancipation and must be approved by the Contractor and the County. Any funds (including principal and interest) retained by the Contractor on behalf of the participant, shall be distributed to the participant upon exiting the program or earlier if permitted by the THP-Plus program guidelines.

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

5. Life Skills

- a. Contractor shall provide mentoring for development of lifelong family like relationships. Contractor may work with adults in the community who become participant mentors through local mentoring programs.
- b. Contractor shall work with each participant to identify, maintain, encourage and strengthen family ties.
- c. Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and/or college application/preparation, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, medical services, mental health services, dental services and any other additional services identified as necessary.
- d. Contractor shall provide individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall inform participants of living options including rental location and potential roommates. Contractor shall invite participants to see the rentals and meet the prospective roommates.
- b. Contractor shall provide apartment furnishings, one time only per participant, based on need, not to exceed **\$2,400** when Agreement funds are available. The approved items allowed are listed in EXHIBIT D, which is hereby incorporated by reference and made a part hereof. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with apartment furnishings.
- c. Contractor shall assist participants in obtaining housing and setting up utilities. Participants housing and utilities shall be in the participant's name. Contractor shall pay participants utility deposit not to exceed **\$200**. Utility deposits over \$200 require County Manager approval and may not exceed \$500. Contractor shall make rent payments on behalf of the participants. Participants shall be responsible to pay phone and utility bills. Contractor shall be responsible for educating the youth regarding maintaining the property in satisfactory condition and shall ensure the property is properly maintained by the youth. The participant shall be responsible to pay for any damages made to the rental

property. Contractor shall be responsible for working with the lessor to negotiate reasonable repairs only. If there are troubling issues, the contractor must communicate with the CSA social worker immediately.

- d. Contractor may provide baby items for parenting youth per Exhibit E, one time only and not to exceed \$650 per participant.
- e. Contractor shall do a site visit of the participant's apartment initially at a minimum of two (2) visits per week in the first month of participation. After the first month, Contractor shall do a site visit once per week until the participants exit the program.

7. 24-Hour Crisis Intervention

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

D. Host Family Model Services:

1. Assessment

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

The selection criteria shall be as follows:

- i. Urgency of the participants need for housing;
 - ii. Participant's ability to succeed in a host family model;
 - iii. Participant's motivation and commitment to pursue post-secondary education/vocational training that is likely to lead to employment with a living wage;
 - iv. Participant's lifelong connections have a high level of commitment as a permanency resource and is willing and able to support the participant's relationships with siblings and other important connections;
 - v. Participant's lifelong connections have training, experience and/or references evidencing their ability to work constructively with transition-aged youth, especially the participant;
 - vi. Participant and lifelong connections are able to work in a team environment;
 - vii. Participants may be enrolled in the program prior to their twenty-fourth (24th) birthday.
- b. Contractor shall evaluate the lifelong connections and provide certification as a THP-Plus placement. Contractor shall follow the process set forth in the County's Host Family Model evaluation and licensing standards and shall interview the lifelong connection and assess the following:

- i. Level of commitment and permanency of the relationship to the participants with or without children.
 - ii. Willingness and ability to support other permanency relationships of the participants.
 - iii. Training experience and/or ability to provide stable, non-temporary housing.
 - iv. Ability to work as a part of a team and mentor the participants.
 - v. Potential impact becoming a THP-Plus provider will have on the home if currently licensed, certified or approved as a resource family or other child care facility.
 - vi. Family composition and impact on other children and/or dependent children in the Host Family's home.
- c. Contractor shall complete home evaluations and assess the following in order to certify homes:
- i. Home standards;
 - ii. Sleeping arrangements (no more than two THP-Plus participants may share a bedroom);
 - iii. Degree of privacy;
 - iv. Compliance with licensing standards.
- d. Following certification, contractor shall work with the lifelong connections and the participants in completing all the Host Family Model documents such as:
- i. Shared Housing Responsibilities Agreement;
 - ii. Connected for Life Agreement;
 - iii. Budget Sheet (THP-Plus estimated cost per month per participant form);
 - iv. Transitional Independent Living Plan (TILP). This document shall be updated annually or more frequently if necessary. High school equivalency (HSE) or high school diploma and/or a vocational plan must be included in the TILP.

2. Case Management

- a. Contractor shall develop a Transitional Independent Living Plan (TILP) with each participant within the first two (2) weeks of program enrollment. Contractor shall report TILP goals to the County Social Work Supervisor during monthly meeting. Copies and updates of TILP's shall be provided to County Social Worker Supervisor every six (6) months.
- b. Contractor shall meet with the participants and lifelong connections a minimum of two (2) hours per month to provide support and guidance and address ongoing needs such as group counseling, educational

advocacy, assistance to pursue college or other post high school training/education and support, mentoring, assistance in building relationships to the community, family, neighbors and employers or other relationship areas. Contractor shall meet with participants and lifelong connections more frequently if needed. Contractor shall provide updated information regarding lifelong connections during the monthly meeting.

- c. Contractor shall make referrals to other services as needed.
- d. Contractor shall provide supportive services based on needs as they apply to the youth participating in educational and employment services, and/or in emergency situations. Items may include, but are not limited to bus tickets, food and diapers for babies of parenting teens. Email approval of supportive service items must be received from County Program Manager and same approval email to be provided to County Accounts Payable (AP).

3. Educational and Job Readiness Services

- a. Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participants to obtain a high school diploma, high school equivalency (HSE) or high school proficiency prior to graduation from the program.
- b. Contractor shall work closely with colleges and vocational programs to facilitate participants' research of options for higher education to include enrollment, financial assistance, tutoring or other needed assistance.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services to assist participants in these areas.

4. Economic Stabilization and Savings Account Services

- a. Contractor shall work with each participant to establish a checking account, budget, and calendar for paying bills on time.
- b. Contractor shall provide payment as determined by County, up to **\$500** to lifelong connections. Payments in excess of \$500 must receive prior written approval by County Program Manager. Payment shall cover housing. Participants shall apply for CalFresh to cover food expenses.
- c. Contractor shall provide an allowance of **\$100** per month to each participant for cell phone and personal necessities.
- d. The amount provided for housing will remain at a rate determined by County as long as the youth is participating in an educational activity with the goal of acquiring skills for future employment.

- e. Contractor shall establish an emancipation savings fund for each THP-Plus participant. The Contractor shall deposit monthly into each THP-Plus participant's account **\$50** for each month the youth participates. The emancipation fund shall be held in a Federal Deposit Insurance Corporation (FDIC), insured, interest bearing savings account. These funds shall not be accessible until the participant is ready to exit the program, or unless the participant petitions the Contractor to access the funds. The petition must promote the consideration of emancipation and must be approved by the Contractor and the County. Any funds (including principal and interest) retained by the Contractor on behalf of the participant, shall be distributed to the participant upon exiting the program or earlier if permitted by the THP-Plus program guidelines.

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

5. Life Skills

- a. Contractor shall provide mentoring for the development of lifelong family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- b. Contractor shall work with participants to identify, maintain, encourage and strengthen family ties.
- c. Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and/or college application/preparation, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, medical services, mental health services, dental services and any other additional services identified as necessary.
- d. Contractor shall encourage the lifelong connections to provide life skills to the participants.
- e. Contractor shall provide the participants with individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall assess each participant's eligibility to move to the scattered site or other housing models available. If eligible, Contractor shall discuss rental location options and potential roommates. Contractor shall invite the participants to see the rentals and meet the prospective roommates.

- b. Contractor shall provide room furnishings not to exceed **\$1,200** when Agreement funds are available. The approved items allowed are listed in EXHIBIT D, which is hereby incorporated by reference and made a part hereof. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with apartment furnishings.
- c. Contractor may provide baby items for parenting youth per Exhibit E, one time only and not to exceed **\$650** per participant.
- d. Contractor shall do a minimum of two (2) site visits of the participant's home, in the first month of participation. After the first month, Contractor shall do a site visit once per month until the participant leaves the program. Contractor shall assess the participant's progress and lifelong connections commitment to the participant and the program. More frequent site visits shall be conducted depending on the needs of the participant and lifelong connection.

7. 24-Hour Crisis Intervention

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

8. County Pre-Assessment Responsibility

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

E. Employment Services Program

- 1. Contractor shall assess the referred participants within thirty (30) days of enrollment to assess employability and make referrals as deemed appropriate to employment programs that provide highly structured intensive job readiness training.
- 2. Contractor shall provide focus groups related to job readiness which shall provide participants with resume writing, job search, interview skills and other skills needed to obtain gainful employment.
 - a. Contractor, working with County, shall make reasonable modifications of services to accommodate participants who have a learning disability. Reasonable accommodations or modifications and adjustments may be necessary to make it possible for qualified participants with a learning disability to apply for or perform the essential functions of a job or to participate in Contractor services

- b. Contractor shall assess each participant to identify social and educational barriers to employment and outline solutions.
3. Contractor shall document in the participant's TILP when a high school diploma or equivalency has not been obtained and refer the participant to community provider(s) who assist with intensive HSE preparation with the goal of the participant obtaining a HSE or high school diploma.
4. Contractor shall provide vocational training program placement services when Agreement funds are available. All vocational program training must be accredited and shall be required to provide participants with a diploma or certificate upon completion of the training. Contractor shall review and consider all requirements necessary for participants to successfully complete the training. Contractor shall obtain email approval from the County Social Worker prior to enrollment. Upon approval, Contractor shall assist participants in completing the enrollment process. Vocational program training cost shall not exceed \$6,000 for the contract year and shall be dependent on the availability of THP-Plus funds.
5. Contractor shall provide supportive services and supplies as required by the job or vocational training program such as, but not limited to: books, welding supplies, bus tickets, uniforms, food (when traveling to job sites or job corps), application fees, etc.
6. Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and/or college application/preparation, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, medical services, mental health services, dental services and any other additional services identified as necessary.
7. Participant Progress and Reporting
 - a. Contractor shall provide ongoing job or vocational training program retention, support and encouragement after job or program placement and completion. The Contractor shall provide support and assistance as needed by keeping participants focused on the job or program and identifying potential problems in advance; mentoring and encouraging THP-Plus participants to stay in touch.

Services shall include but are not limited to:

 - i. Counseling;
 - ii. Employer intervention;
 - iii. Child care advice;
 - iv. Transportation;
 - v. Workplace behavior;
 - vi. Referrals to other services in the community.
8. Contractor shall report to County Social Worker Supervisor at the monthly meeting regarding THP-Plus participants' progress, their identified unmet needs, and/or barriers to job or training program retention.

F. College / University Campus Field Trips

Contractor may provide the opportunity for participants to attend field trips to colleges, universities and/or other events that promote leadership, employment or education at a cost not to exceed \$3,600 per Agreement year. Contractor shall adhere to the Stanislaus County Travel Policy, which provides allowances for cost of mileage, bridge toll, parking and meals. Stanislaus County Travel Policy is located at <http://intranet/departments/auditor-controller/policies>

G. Reporting

1. Contractor shall provide the THP-Plus Outcome Report, every six (6) months to the ILP/THP-Plus Leadership Team (County Manager and Social Worker Supervisor).

Outcome Report shall include, but is not be limited to the number and percentage of participants that in the last six (6) months have:

- a. Earned a high school equivalency;
- b. Earned a certificate of completion;
- c. Earned a high school diploma;
- d. Enrolled in vocational training or internship;
- e. Completed vocational training or internship;
- f. Enrolled in junior college and the semester they started;
- g. Enrolled in a four(4) year education program and the semester they started;
- h. Gained part-time employment and their hourly wage;
- i. Gained full-time employment and their hourly wage;
- j. Entered during this time period;
- k. Exited during this time period.

Outcome Report shall also include:

- a. Average length of participation;
- b. Employment status upon entry;
- c. Employment status upon exit;
- d. Housing status upon entry;
- e. Housing status upon exit..

2. Contractor shall provide Outcomes Scorecard at the end of each fiscal year, EXHIBIT F, which is hereby incorporated by reference and made a part hereof. The Outcome Scorecard shall be submitted to the ILP/THP-Plus Leadership Team no later than July 31st of each year.

Outcome Scorecard, EXHIBIT F, shall highlight the following outcomes:

- a. THP-Plus program shall assist emancipated foster youth to secure stable housing.
 - i. 50% of the THP-Plus enrolled participants exiting the THP-Plus Program shall have secured stable housing (i.e living with a roommate or another type of shared living arrangement)

- b. THP-Plus program shall increase the employability of emancipated foster youth.
 - i. 70% of participants not employed or attending school at enrollment shall obtain employment, or enter into an internship or volunteer program within six (6) months of entering the program.
- b. THP-Plus program shall encourage emancipated foster youth to further their educational goals.
 - i. 25% of participants entering the THP-Plus program shall be enrolled at an accredited educational institution or vocational training program.
 - ii. 50% of participants who have not attained their high school diploma upon entering the THP-Plus program shall obtain their high school diploma or equivalent.

II. COMPENSATION

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

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2017, through June 30, 2019, shall not exceed \$654,606.
 - The maximum amount for the period July 1, 2017, through June 30, 2018, shall not exceed \$327,303.
 - The maximum amount for the period July 1, 2018, through June 30, 2019, shall not exceed \$327,303.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C 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 C, or as the budget is thereafter amended or obligated.
4. Contractor and County shall agree to the maximum job skills or vocational program expenses per individual. The maximum amount per individual shall not exceed \$6,000.00 without prior approval from County and shall be dependent on the availability to THP-Plus funds.

5. Upon termination of the Agreement, Contractor shall remit all remaining funds in the Youth Emancipation Savings Account to the County within thirty (30) days of the termination date. The remittance shall include a list of participants who received funds, each participant's name, case number and account balance at the time of termination.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2017, through June 30, 2019.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- E. Costs must 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 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. Invoices:
1. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

May 2018 is due June 1, 2018
June 2018 is due June 8, 2018
 2. For services provided in the months of July 2018 through April 2019, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2019 are as follows:**

May 2019 is due June 7, 2019
June 2019 is due June 14, 2019

Invoice requirements are subject to change and the Contractor 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
or
AccountsPayableTeam@stancounty.com

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

4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- b. Contractor shall respond within forty-eight (48) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within forty-eight (48) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

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 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://intranet/departments/auditor-controller/policies> 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 02/02/2017

Vendor: Aspiranet

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2019
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$169,320
Fringe Benefits (Invoice actual employer paid only)	<u>\$43,684</u>
Total Personnel	\$213,004
Operating Expenses	\$66,248
Participant Related Expenses	\$354,054
Indirect (10% of Total Personnel)	\$21,300
TOTAL COSTS	<u>\$654,606</u>

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2018
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$ 84,660
Fringe Benefits (Invoice actual employer paid only)	<u>\$21,842</u>
Total Personnel	\$106,502
Operating Expenses	\$33,124
Participant Related Expenses	\$177,027
Indirect (10% of Total Personnel)	\$10,650
TOTAL COSTS	<u>\$327,303</u>

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2018 THROUGH JUNE 30, 2019
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
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Indirect (10% of Total Personnel)	\$10,650
TOTAL COSTS	<u>\$327,303</u>

**THP PLUS START UP FUNDS
MOVE-IN MEMO**

Re: Move-in expenses for (youth name / office): _____

The following items have been determined s necessary move-in expenses, following completion of the Household Inventory with the participant:

Item	To Purchase	Owned by Youth	Purchase Price
TAY HOUSEHOLD SUPPLIES			
Pots and pans (1 sauce pot, medium size pot, frying pan with lids)			
Cooking Utensils (serving spoon, tongs, spatula)			
Eating Utensils (service for 4)			
Plates, bowls (service for 4)			
Cups/glasses (service for 4)			
Microwave			
Kitchen Towels – (2)			
Can Opener (hand) (1)			
Hangers			
Blankets (required)			
Sheets (required) (bed-in-a-bag)			
Mattress Bed Bug Cover (required)			
Pillow (1)			
Alarm Clock (only if youth doesn't have cell phone)			
Bathroom Trash Can			
Towels (2 bath, 2 hand, 2 wash)			
Shower Curtain/Rings/Rod (if not provided)			
Plunger/Scrub Brush for toilet			
Lamps (if no overhead lighting or poor lighting)			
First Aid Kit			
Fire Extinguisher			
Vacuum (office may keep – and be checked out by youth or have 1 p/residence)			
Bedroom Locks			
TAY CLEANING SUPPLIES			
Trash Can/Bags			
Broom			
Dustpan			
Mop (optional – depends on how youth want to clean – may clean on hands and knees)			
Bucket (optional)			
Scrub Brush for dishes (1)			
Cleaning Supplies (to be stored out of children's reach)			
Toilet Bowl Brush			

TAY LAUNDRY SUPPLIES			
Laundry Basket			
Laundry Supplies (to be stored out of reach of children)			
TAY APARTMENT FURNITURE			
Refrigerator (only if unit does not come with one)			
Dining Table with chairs or a desk that is well lit			
Bed (twin mattress, box spring, frame)			
Chest of Drawers (required)			
Couch / love seat / futon / chairs			
TAY HYGIENE SUPPLIES			
Personal Hygiene Supplies			
Toilet Paper			
TAY COMMUNICATION			
*Phone with answering machine (if no cell)			
TAY MOVE-IN EXPENSES			
Furniture Delivery Fees			
TAY FOOD			
Food (may not be provided for youth on CalFresh; must have prior written approval from CSA Program Manager)			

Not to exceed \$1,200 for Host Family Model when Agreement funds are available.

Not to exceed \$2,400 for Scattered Site Model when Agreement funds are available.

Additional items may be provided with prior written approval from CSA Program Staff.

THP/PARENTING YOUTH APPROVED BABY ITEMS
-CRIB
-BEDDING FOR CRIB
-DRESSER / CHANGE TABLE
-DIAPERS
-CAR SEAT
-BABY FORMULA
-BOTTLES AND BOTTLE ACCESSORIES
-BABY WIPES
-STROLLER
-CLOTHING / FOOTWEAR

Note: Additional items may be provided with prior written approval from CSA Program Staff.



OUTCOME - BASED CONTRACT SCORECARD

Date: _____ **Prepared By:** _____
Agency: _____ **Phone Number:** _____
Program Name: _____ **Email:** _____

EXPECTED ANNUAL OUTCOMES	INPUTS OR RESOURCES	ACTIVITIES	NUMBER DROPPED DUE TO THE FOLLOWING	ACTUAL ANNUAL OUTCOMES
<p>THP-Plus Program shall assist emancipated foster youth to secure stable housing.</p> <p>50% of THP- Plus enrolled participants shall secure stable housing upon exit from the program (i.e. Sec. 8, roommate, relative)</p>	<ul style="list-style-type: none"> • Assessments • Case management • Support and guidance • Housing assistance • Supportive Services • Life Skills 	<ul style="list-style-type: none"> • John Burton (JB) Foundation or Efforts to Outcomes (ETO) • Home evaluation and certification for placement • Transitional Independent Living Plan (TILP) • Life skills development 	<p>_____ Married</p> <p>_____ Not participating</p> <p>_____ Moved out of the _____ area</p> <p>_____ Incarcerated</p> <p>_____ Other</p>	<p>_____ % of participants exiting the THP-Plus Program who secured stable housing upon exit from the program.</p>
<p>THP -Plus Plus Program shall increase the employability of emancipated foster youth.</p> <p>70% of participants not employed or attending school at enrollment shall obtain employment or enter into an internship or volunteer program within six (6) months of entering the program.</p>	<ul style="list-style-type: none"> • Other community organizations • Mentoring • Supportive Services 	<ul style="list-style-type: none"> • Job readiness training • Supervised job search • Money management 		<p>_____ % of participants who were not employed at enrollment obtained employment or entered into an internship, or volunteer program within six (6) months of entering the program.</p>

<p>THP-Plus Program shall encourage emancipated foster youth to further their educational goals.</p> <p>1. 25% of participants entering the THP-Plus Program shall be enrolled at an accredited educational institution.</p> <p>2. 50% of participants shall obtain their high school diploma or high school equivalency.</p>	<ul style="list-style-type: none"> • Financial Aid • Educational advocacy • Supportive Services 	<ul style="list-style-type: none"> • Tutoring for high school diploma or high school equivalency • Higher education enrollment • Vocational training 	<p>1. _____% of participants entering the THP-Plus Program were enrolled at an accredited educational institution.</p> <p>2. _____% of participants obtained their high school diploma or high school equivalency.</p>
--	--	---	--

of referrals received: _____ # of participants enrolled: _____

Annual Program Highlights: _____

Annual Program Focus/Challenges: _____

Additional Comments: _____

I certify that the data provided is a true and accurate report of our organization's activities for the services listed above.

Authorized Signature _____ Date _____ Prepared by _____ Phone (209) _____

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND ASPIRANET FOR
TRANSITIONAL HOUSING AND EMPLOYMENT SERVICES
FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2019**

It is hereby mutually agreed between the COUNTY OF STANISLAUS (hereinafter referred to as "County") and ASPIRANET (hereinafter referred to as "Contractor"), that the Agreement entered into on July 1, 2017, for the purpose of Transitional Housing and Employment Services for Former Foster Youth (THP-PLUS) is hereby amended;

WHEREAS additional services are needed; and

WHEREAS the need for additional services requires additional funds and the Agreement maximum is being increased by \$13,718 from \$654,606 to \$668,324; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT A, II. COMPENSATION: A. Costs: 1. is hereby deleted and replaced with:

1. The maximum amount of this Agreement for the period of July 1, 2017, through June 30, 2019, shall not exceed \$668,324.
 - The maximum amount for the period of July 1, 2017, through June 30, 2018, shall not exceed \$341,021.
 - The maximum amount for the period of July 1, 2018 through June 30, 2019, shall not exceed \$327,303.

SECOND: EXHIBIT A, II. COMPENSATION: G. Invoices: is hereby deleted and replaced with the following:

1. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

**May 2018 is due June 1, 2018
June 2018 is due June 8, 2018**

2. For services provided in the months of July 2018 through April 2019, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2019 are as follows:**

**May 2019 is due June 5, 2019
June 2019 Partial is due June 10, 2019
June 2019 Final is due July 8, 2019**

Invoice requirements are subject to change and the Contractor 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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (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, social security number and case number (if available).

5. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

THIRD: EXHIBIT C is hereby deleted and replaced with EXHIBIT C1

FOURTH: Any references to EXHIBIT C are hereby deleted and replaced with EXHIBIT C1.

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

By: 
Kathryn M. Harwell

By: 
Vernon Brown

Title: Director

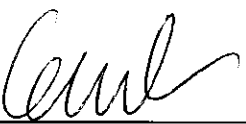
Title: CEO

Dated: 6/20/18

Dated: 6/27/18

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

COUNTY OF STANISLAUS

By: 

Approved per BOS Item #: 2017-265

Title: Deputy County Counsel

Dated: May 23, 2017

Dated: 6/22/18

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2019
AGREEMENT BUDGET**

BUDGET CATEGORY
TOTAL

Personnel Services	
Salaries	\$179,262
Fringe Benefits (Invoice actual employer paid only)	<u>\$49,047</u>
Total Personnel	\$228,309
Operating Expenses	\$65,944
Participant Related Expenses	\$351,540
Indirect (10% of Total Personnel)	\$22,531
TOTAL COSTS	<u>\$668,324</u>

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2017 THROUGH JUNE 30, 2018
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$ 94,602
Fringe Benefits (Invoice actual employer paid only)	<u>\$27,205</u>
Total Personnel	\$121,807
Operating Expenses	\$32,820
Participant Related Expenses	\$174,513
Indirect (10% of Total Personnel)	\$11,881
TOTAL COSTS	<u>\$341,021</u>

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING SERVICES FOR FORMER FOSTER YOUTH
JULY 1, 2018 THROUGH JUNE 30, 2019
AGREEMENT BUDGET**

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Personnel Services	
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Total Personnel	\$106,502
Operating Expenses	\$33,124
Participant Related Expenses	\$177,027
Indirect (10% of Total Personnel)	\$10,650
TOTAL COSTS	<u>\$327,303</u>