

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

DEPT: Community Services Agency

BOARD AGENDA: 7.B.2
AGENDA DATE: April 17, 2018

SUBJECT:

Approval to Award an Agreement with Asipiranet for the Provision of Independent Living Skills Program Services

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0151

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

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


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: 
PAM VILLARREAL, Assistant Clerk

File No.

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

DEPT: Community Services Agency

BOARD AGENDA:7.B.2
AGENDA DATE: April 17, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award an Agreement with Asipiranet for the Provision of Independent Living Skills Program Services

STAFF RECOMMENDATION:

1. Approve an agreement with Aspiranet for the provision of Independent Living Skills Program Services, as a result of a Request for Proposal process for such services.
2. Authorize the Community Services Agency Director, or her designee, to sign the agreement, and any amendments up to \$75,000 with Aspiranet to provide Independent Living Skills Program Services.

DISCUSSION:

On September 19, 2017 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 (CSA) for the provision of Independent Living Skills Program Services.

The Independent Living Program (ILP) was authorized by the Foster Care Independence Act of 1999 (Public law 108-169). The ILP provides services, training, and activities to assist the current and eligible former foster youth to achieve responsible adulthood and self-sufficiency prior to and after leaving the foster care system. This program is also available to eligible probation youth. The ILP program serves Stanislaus County dependents and wards of the court, and dependents and wards of the court from other counties who are also residing in Stanislaus County.

The Stanislaus County ILP target populations to be served are the following: minor dependents ages 14-15 ½ years of age who are likely to remain in foster care; minor dependents and probation youth 16-18 years of age; out of county minor dependents and probation youth placed in Stanislaus County 16-18 years of age; non-minor dependents in extended foster care 18-21 years of age; out of county non-minor dependents in extended foster care 18-21 years of age placed in Stanislaus County; emancipated/after care youth 18-21 years of age and youth between the ages of 16-18 years of age participating in Kinship Guardianship Assistance Payment Program.

The current provider, whose contract will expire June 30, 2018, has had 2,778 visits from youth at the ILP Youth Center located at 1009 J Street, Modesto, CA from May 1,

2015 through December 31, 2017. Of these 2,778 visits, 889 youth received ILP services such as money management, time management, job preparation classes, daily living skills activities and educational resource services.

The RFP was issued on November 17, 2017 and sent electronically to 500 vendors, 37 of which downloaded the RFP. A non-mandatory proposal conference was held on November 28, 2017 and 3 vendors were in attendance. The RFP closed on December 21, 2017 and GSA received a complete response from the one 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 proposal. The Evaluation Committee was comprised of representatives from the County’s Community Services Agency Department and the San Joaquin County Health Services Agency.

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

Phase II	Total Available 100 Points	Aspiranet
Total Average Points		87.00

Award was made to the vendor whose proposal met the criteria set forth in the RFP and meets the contracted service needs of the County, with proposed budget and all other factors considered.

POLICY ISSUE:

Approval of the agreement with Aspiranet as a result of a Request for Proposal process allows the Community Services 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 imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The term of the proposed agreement with Aspiranet is July 1, 2018 through June 30, 2019 with a contract maximum of \$277,462 and an option to renew the contract on a year to year basis up to a maximum of two additional years. The amount will not

exceed \$277,462 for Fiscal Year 2018-2019. The Community Services Agency will include funding in the amount of \$277,462 in the 2018-2019 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 Independent Living Skills Program Services is provided through 100% Federal and 2011 Realignment. There is no cost to the County General Fund associated with this contract.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Supporting Community Health* by providing training and activities to assist the current and eligible former foster youth to achieve responsible adulthood and self-sufficiency prior to and after leaving the foster care system.

STAFFING IMPACT:

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

CONTACT PERSON:

Kathryn M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

1. Independent Living Skills Program Agreement

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND ASPIRANET
FOR INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER SERVICES
JULY 1, 2018 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 Corporation, and entered into as of the later of July 1, 2018, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

WHEREAS, the County has a need for independent living skills program and youth center services for child welfare youth; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any 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 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 compensation exceeds \$75,000 per fiscal year.**
- 9.8 Contractor expending 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:

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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
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.

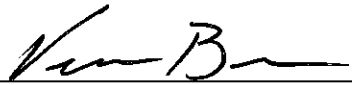
**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Kathryn M. Harwell

Title: Director

Dated: 4/23/18

ASPIRANET

By: 

Title: CEO

Dated: 4/3/18

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

By: 

Title: Deputy County Counsel

Dated: 3/15/18

COUNTY OF STANISLAUS

Approved per BOS Item #: 2018-0151

Dated: 4/17/18

**ASPIRANET
AGREEMENT TO PROVIDE
INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER SERVICES
JULY 1, 2018 THROUGH JUNE 30, 2019**

Request for Proposal #17-71-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.

Contractor has been determined to be a Subrecipient of a Federal Award.

Federal Award Identification Information (Applicable to Sub Award)	
a. Subrecipient Name (which must match the unique entity identifier)	Aspiranet
b. Subrecipient Unique Entity Identifier Number	94-2442955
c. Federal Award Identification Number (FAIN)	1701CACILP
d. Federal Award Date (most recent)	10/1/2017
e. Sub award Period of Performance	Start Date July 1, 2018
	End Date June 30, 2019
f. Amount of Federal Funds obligated by this action	\$277,462
g. Total amount of Federal Funds obligated to Subrecipient	\$277,462
h. Total amount of the Federal Award	Not Available at time of execution of agreement, refer to usaspending.gov – column BU
i. Federal award project description*	2017 Chafee Foster Care Independence Program
j. Name of Federal awarding agency,	Department of Health and Human Services
Pass through entity,	Stanislaus County
And contact information for awarding official	Kathryn M. Harwell Community Services Agency P.O. Box 42 Modesto, CA 95353
k. CFDA	Number 93.674
	Name Chafee Foster Care Independence Program
l. Is the award research and development?	No
m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	10%

*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

I. SCOPE OF WORK:

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

B. Target Populations and Definitions:

1. Stanislaus County minor dependents ages 14-15 1/2 years of age and who are likely to remain in foster care defined as: Early Start Emancipation ILP
2. Stanislaus County minor dependents and probation youth 16-18 years of age
3. Out-of-County minor dependents and probation youth placed in Stanislaus County 16-18 years of age
4. Stanislaus County Non-Minor Dependents (NMD) in extended foster care 18-21 years of age
5. Out-of-County Non-Minor Dependents (NMD) in extended foster care 18-21 years of age placed in Stanislaus County
6. Stanislaus County emancipated/after care youth 18-21 years of age
7. Youth between the ages of 16-18 years and participating in Kinship Guardianship Assistance Payment Program (Kin-Gap)
8. Youth who age out at 21 years, may continue to attend ILP C track at Aspiranet staff discretion, based on behavior and compliance of ILP class rules. Youth will be informed that they will no longer be eligible for incentives of any kind and/or able to participate in any field trips.
9. Youth may continue to use the ILP Youth Center resources (computer access, referrals etc.) until the age of 25 as long as they comply with the rules of the center.

C. Contractor shall provide the following services for the County eligible foster and probation youth (Exhibit D - Core Services and Allowable Costs):

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

- Financial aid workshops
 - Computer training
 - Nutrition education
 - Family planning
 - Parenting classes (parenting teens)
 - Sexuality and sexual behavior
 - Drug and alcohol prevention
 - Home health and safety management
 - Hygiene and personal care
 - First aid and cardiopulmonary resuscitation (CPR)
 - Positive relationships and domestic abuse/violence prevention
 - Community service and volunteering opportunities
 - Leadership skills
 - Development of lifelong connection
 - Other classes or training that will improve the youth's life skills
2. ILP classes and activities shall be provided by appropriate field experts relevant to the topic.
 3. Adequate staff supervision of the youth attending ILP classes and activities.
 4. ILP evening classes at the ILP Youth Center on a specific day and time most convenient to the eligible youth.
 5. A light meal for youth attending evening classes and other events, (i.e. graduation and/or support groups).
 6. Create monthly calendar/class flyers to send to new and existing youth.
 7. Notify out of county youth and referring staff of referral status and provide monthly schedule of classes.
 8. Activities that promote networking, positive relationships, and development of self-esteem. Activities may include but are not limited to: art shows, movie night, fashion shows, arts and drama etc.
 9. Educational trips at a minimum of twice a year that include: trips to colleges and universities, museums, theaters, companies and other relevant venues to promote awareness and education.
 10. Schedule an annual leadership retreat outside Stanislaus County for the youth to attend for skills and leadership development. The proposed leadership retreat location request shall be submitted to Child Welfare Services (CWS) Manager IV or Manager III for approval at least 100 days before the event.
 11. Pay and make arrangements for at least two (2) youth to attend the California Youth Connection's leadership conference. Additional conferences may be added depending on availability of funds and with the approval of the Community Services Agency (CSA) CWS Program Accountant and CWS Manager IV or Manager III.
 12. Organize the annual ILP graduation and recognition event in conjunction with CWS Manager IV/III.

13. Provide incentive payment/stipend (per contract (fiscal) year) to eligible youth (ages 16-21) for participation in the following:
- Class attendance – \$20.00 per ILP class with active participation and appropriate behavior up to a maximum of two (2) classes per month
 - High School semester grade point average (must provide transcript)
 - 3.5-4.0 or higher – \$50.00
 - 3.0-3.49 - \$35.00
 - High school graduation (must provide copy of diploma) – \$200.00
 - High School Equivalency (HSE) completion (must provide copy of HSE certificate) – \$200.00
 - Vocational Program completion of first semester (must provide transcript) - \$50.00
 - Vocational training completion (must provide copy of certificate) - \$50.00
 - Community College completion of first semester (must provide transcript) - \$50.00
 - College or university completion of first semester (must provide transcript) - \$100.00
 - Secure and maintain employment for 6 months (must provide check stubs for 6 months) – \$50.00
\$100.00 maximum per contract year per youth
 - Emancipation Preparation:
 - California ID or driver's license - \$30.00
 - Opening a savings account - \$25.00
 - Increasing funds in savings account by \$100.00 every 6 months - \$25.00 (must provide proof each time this is achieved)
 - National Youth Transitional Database (NYTD) at age 17, 19 and 21-
 - 21 years old - \$100.00
 - 19 years old - \$75.00
 - 17 years old - \$50.00
- Note: The incentive amount determined based on most recent California Department of Social Services (CDSS), and most recent All County Letter (ACL).
- Leadership participation (per meeting attended)
 - CYC/Youth Council - \$10.00
 - Youth speaking panel - \$10.00
 - Attendance at CDSS and/or County Youth workgroups on new initiatives- \$10.00

Back up documentation must be provided for all incentives issued.

Contractor shall follow Stanislaus County Auditor Controller's Incentive Gift Card policy located at <http://intranet/departments/auditor-controller/auditor-files/Accounting Resources/Gift Cards> for issuing incentives.

Incentive payment / stipend amount per activity is based on available funds and may be issued in amounts less than what are listed above.

Contractor is responsible for issuing an IRS 1099-MISC Form, per IRS instructions, to any youth who may receive \$600 or more in incentives / stipends for each calendar year.

14. Emancipated Youth Services (EYS) for emancipated youth up to age 21, (i.e. aftercare supportive services) such as:
- Bus passes for job interviews and/or to attend school
 - Interview clothing and/or other work related clothing such as uniforms
 - College books and/or school supplies
 - Other items listed in Exhibit D

Supportive services expenses shall be tracked and monitored to stay within the budget.

D. Program Requirements

Contractor shall:

1. Process ILP referrals from County social workers and out-of-county ILP staff within five (5) working days of receiving the referral.
2. Work collaboratively with County staff, social workers and other partners.
3. Organize the annual ILP graduation and recognition event in conjunction with CWS Manager IV/III.
4. Coordinate youth for youth panels when requested by Stanislaus County Resource Parent Approval Unit or other events.
5. Attend and participate in monthly contract monitoring meetings with CSA Adult, Child and Family Services Division held at 251 Hackett Road, Modesto, CA and at the ILP Youth Center at least two (2) times during the term of the contract.
6. Participate in California Welfare Directors Association (CWDA) ILP Committee with CSA ILP staff liaison, and attend any ILSP regional meetings.
7. Work collaboratively with Community Services Agency staff, social workers, and youth participants and other partners to ensure success of the ILP programs and Youth Center.

E. Out of County Travel

1. Contractor must request prior approval from County for Contractor staff training expenses. Training requests are to be submitted to CWS Manager IV/III via email thirty (30) days prior to the registration of any training(s) in order to be reimbursed by County. County shall respond to Contractor with either an approval or denial of each training request within three (3) business days
2. Travel out of Stanislaus County for youth included in this Agreement must be approved sixty (60) days prior to the event. Travel requests shall be submitted via email to the CWS Manager III for approval at least thirty (30) days prior to registering. Any travel that is not within these guidelines (such as emergency conferences or trainings, etc.) requires approval by the CWS Manager IV or Manager III Designee.
3. Contractor shall provide a staffing ratio of one (1) staff for every four (4) youth for

all field trips and travel activities with the youth.

F. ILP Youth Center

1. Contractor shall provide a safe, clean and secure leased facility with adequate space for the ILP Youth Center located at 1009 J Street, Modesto, CA, 95354:
 - a) Contractor shall maintain the insurance requirements outlined in Exhibit B for the leased space for the term of this Agreement.
 - b) Contractor shall ensure janitorial services, utilities, telephones, desks, chairs, computers and other necessary items are provided in sufficient quantity and quality for the services provided at the ILP Youth Center.
 - c) The Youth Center shall be open and ILP staff available: Monday 10:00 am – 5:00 pm by appointment only, Tuesday through Thursday 10:00 am - 7:00 pm, and Fridays 10:00 am - 5:00 pm excluding holidays. Contractor must provide supervision of the youth during these hours of operation. Youth Center hours of operation are subject to change with approval from CWS Manager III.
2. Activities, classes and networking shall be provided to meet the social, educational, emotional, mental health (including substance abuse cessation), and life skills goals of the youth and shall include, but are not limited to:
 - Professional support
 - Computer access for homework, resume writing, or job search
 - Counseling services
 - Support groups
 - Activities that promote self-awareness and development
 - Advocacy
 - Assistance with transition to employment
 - Other services such as health education, financial aid, legal services, mentoring, etc.
3. Contractor shall organize an ILP youth leadership council to assist the adult staff and youth staff in developing goals for the ILP and ILP Youth Center. The Youth Council shall provide suggestions and ideas to improve the programs and the operation of the Youth Center.
4. Contractor shall provide educational support to the youth who access the ILP Youth Center in efforts of increasing employment.
5. Contractor shall create Independent Living Skills Program (ILSP) brochures to send to new youth informing them of the services available to them at the ILP Youth Center.
6. At the agreement of County, other local community, public and private agencies including non-profit and faith based organizations may be co-located at the ILP Youth center to enhance services and shall provide funding and share in the cost of the center. Agencies shall include employment and training agencies, businesses, behavioral health services, housing, education, tax preparation, advocacy, health education, medical partners, tutoring and high school

equivalency, arts and science activities, information and referral, legal advice and other support systems.

G. OUTCOMES:

1. Outcome measurements determined by Pre and Post Tests administered at the beginning and at the end of the class and based upon the material presented, shall include the following:
 - a) 50% of youth shall increase their basic life skills (i.e. budgeting, housing, employment, healthy living, etc.) to assist with transitioning to adulthood.
 - b) 20% of youth who received employment services shall obtain employment.
 - c) 10% of youth who do not have their High School Equivalency (HSE) or High School Diploma (HSD) at enrollment shall obtain their HSE or HSD.
 - d) 10% of youth who are not employed or attending school at enrollment shall enroll in college or vocational training.
2. Based on the prior year program participation numbers reported to CSA, youth attendance and participation in parenting and sex education classes shall increase:
 - a) 20% of parenting youth who access the youth center shall attend parenting classes or support groups.
 - b) 10% increase in the number of youth who attend sex education classes,
3. Based on prior year program participation numbers reported to CSA, ILP Youth Center participation shall increase in the following areas:
 - a) The number of drop-in youth shall increase 30%.
 - b) Youth participation in each Track, A, B and C (mandated ILP activities) shall increase 25%.
 - c) Youth participation in workshops and activities that are not mandated ILP classes shall increase 25%.
4. Youth participation and attendance in leadership and skills development at the ILP Youth Center shall increase:
 - a) Participation in the ILP Youth Council shall increase 30% from the previous year.
 - b) 50% of youth shall show an increase in leadership skill
5. At a minimum, one (1) new community partnerships shall be established to assist ILP Youth from the prior contract year.

H. REPORTING:

1. Contractor shall:
 - a) At a minimum of monthly, update the Exit to Outcome (ETO) Database to track all new referrals, attendance, and outcomes including address changes for the youth.

Provide monthly, or at a minimum a biannual ILP newsletter submission(s) which highlight ILP program and Youth Center activities and successes to eligible youth, partners and/or County social workers.

2. Quarterly Reporting

Contractor shall:

- a) Provide ILP Leadership Team with Pre and Post-Test results for classes during the school year.
- b) Send attendance to the county of origin for out-of-county youth attending Stanislaus County's ILP.
- c) Provide to ILP Leadership Team (CWS Manager III and IV and Social Worker Supervisor), Outcomes Scorecard, EXHIBIT E, hereby incorporated by reference and made a part hereof, no later than the last day of the month following the end of each quarter (October 31, 2018, January 31, 2019, April 30, 2019, and July 31, 2019).

3. Annual Reporting shall include but is not limited to:

- a) Ansel Casey Assessment administered to the youth upon initial participation and at the completion of ILP classes for the year. Outcome report shall include the outcome measurements as described under Exhibit A, I. Scope of Work, G. OUTCOMES.
- b) Monthly report and annual outcome report to the ILP Leadership Team. Outcome report shall include monthly statistics in the following areas:
 - i. Number of youth who participated in Track A, B, C
 - ii. Total number of youth drop ins (includes multiple visits per youth)
 - iii. Actual number of youth drop ins
 - iv. ILP Youth Center community presenter's / partners
 - v. ILP Youth Center Council Participants
- c) California Department of Social Services (CDSS) Annual ILP report.
- d) Youth satisfaction survey's completed quarterly by each youth.

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, 2018, through June 30, 2019, shall not exceed \$277,462.
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.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. Invoices:
 1. 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 Partial 2019 is due June 10, 2019
June Final 2019 is due July, 8, 2019

Invoice requirements are subject to change and the Contractor shall be notified in writing.
 2. 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

Accounts Payable Supervisor Phone: (209) 558-2217
 3. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement

services, supporting payroll and fringe benefit journals, copies 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 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.

G. 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 invoices, 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 and Auto 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 (except for Professional Liability) 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]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

N/A Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

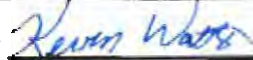
Print Name:  Date: 4/3/18

Signature: _____ Date: _____

Vendor Name: Aspiranet

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: 2/7/2018

**ASPIRANET
 AGREEMENT TO PROVIDE
 INDEPENDENT LIVING SKILLS PROGRAM AND YOUTH CENTER
 JULY 1, 2018 THROUGH JUNE 30, 2019
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$137,400
Fringe Benefits (Invoice actual employer paid only)	<u>\$ 35,449</u>
Total Personnel	\$172,849
Total Operating	\$ 87,328
Indirect (10% of Total Personnel costs)	<u>\$ 17,285</u>
TOTAL COSTS	<u>\$277,462</u>

Independent Living Program Core Services & Allowable Costs

Core Services

Education, including: skills development, assistance and referrals to obtain literacy skills, high school diploma / high school equivalency (HSE), post-secondary education experiential learning and computer skills;
Career development, including: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement and retention;
Assistance and referral to promote health (including mental health) and safety skills including, but not limited to: substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
Daily living skills, including: information on and experiences and training in financial management and budgeting; personal responsibility skills, self-advocacy, household management, consumer and resource use, survival skills, and obtaining vital records;
Referral to available mentors and mentoring programs;
Financial resources, including: information and referrals regarding financial assistance if applicable, including, but not limited to, incentives, stipends, savings and trust fund accounts, educational / vocational grants, employment programs and other forms of public assistance including but not limited to CalWORKS, CalFresh and Medi-Cal;
Housing information, including: training and referrals about transitional housing programs, federal, state and local housing programs, and landlord / tenant issues.

Allowable Costs

Child Care
College fees / tuition
Payments made to employer / trainer for on-the-job-training
Incentive payments (up to a maximum of \$600 per year)
Uniforms (work related)
Transportation (work related)
Equipment and Supplies (work or training related)
Books (work or training related)
Union dues and / or occupational licenses (initial one time basis when a pre-requisite for employment)
Personal services contracts (counseling, guidance or training)
Stipends
Travel (per diem)
Workshops
Conferences
Retreats
Health related (non-medical)
Bus passes
Housing (rental deposits & fees; utility deposits & fees)



2018-2019 Stanislaus County Outcomes and Results Reporting Sheet (SCOARRS)

Date:
Agency:
Program Name: Independent Living Skills Program

Prepared by:
Phone Number:
Email:

Reporting for Quarter:
 1st Quarter
 2nd Quarter
 3rd Quarter
 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS – CURRENT QUARTER (PROGRESS)	INDICATORS – CUMULATIVE (PROGRESS)	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Outcome measurements determined by Pre and Post Test administered at the beginning and at the end of class based upon the material presented.	a) 50% of youth who access the ILP Youth Center increase their basic life skills to assist with transitioning to adulthood.	i) # __ of youth increased their basic life skills between pre and post-test / # __ of youth tested	ii) # __ of youth increased their basic life skills between pre and post-test / # __ of youth tested	
	b) 20% of youth who receive employment services shall obtain employment.	i) # __ of youth increased their employability/ # __ of youth who received employment services	ii). # __ of youth increased their employability/ # __ of youth who received employment services	
	c) 10% of youth who do not have their HSD or HSE at enrollment shall obtain their HSE.	i) # __ of youth obtained their HSE / # __ of youth who did not have their HSD or HSE at enrollment	ii) # __ of youth obtained their HSE / # __ of youth who did not have their HSD or HSE at enrollment	
	d) 10% of youth who are not employed or attending school at enrollment shall enroll in college or vocational school.	i) # __ of youth who enrolled in college or vocational school / # __ of youth who were not employed or attending school at enrollment	ii) # __ of youth who enrolled in college or vocational school / # __ of youth who were not employed or attending school at enrollment	

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2. Youth attendance and participation in parenting and sex education classes shall increase from the previous year.	a) 20% increase in the number of parenting youth who access the youth center and attend parenting classes or support groups from the previous year.	i) # __ of parenting youth who attended parenting classes or support groups / # __ of parenting youth who accessed the youth center	ii) # __ of parenting youth who attended parenting classes or support groups / # __ of parenting youth who accessed the youth center	
	b) 10% increase in the number of youth who attend sex education classes from the previous year.	i) # __ of youth who attended sex education classes / # __ of youth who access the youth center	ii) # __ of youth who attended sex education classes / # __ of youth who access the youth center	
3. ILP youth participation shall increase from the previous year.	a) 30% increase in the number of youth who drop in to the ILP Youth Center from the previous year.	i) # __ of youth dropped in to the ILP Youth Center / # __ of youth who accessed the ILP Youth Center	ii) # __ of youth dropped in to the ILP Youth Center / # __ of youth who accessed the ILP Youth Center	
	b) 25% increase in youth participation in Tracks A, B and C (mandated ILP activities) from the previous year.	i) # __ of youth participated in Tracks A, B and C / # __ of youth who accessed the ILP Youth Center	ii) # __ of youth participated in Tracks A, B and C / # __ of youth who accessed the ILP Youth Center	
	c) 25% increase in youth participation in non-mandated ILP workshops and activities from the previous year.	i) # __ of youth participated in non-mandated workshops and activities / # of youth who accessed the ILP Youth Center	ii) # __ of youth participated in non-mandated workshops and activities / # of youth who accessed the ILP Youth Center	

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4. ILP Youth participation shall increase in leadership and skill development classes.	a) 30% increase in Youth Council participation from the previous year.	i) # ___ of youth participated in ILP Youth Council / # of youth who accessed the ILP Youth Center	ii) # ___ of youth participated in ILP Youth Council / # of youth who accessed the ILP Youth Center	
	b) 50% ILP youth increase their leadership skills during the school year.	i) # ___ of ILP youth increase their leadership skills between pre and post-test / # ___ of youth who participated in ILP Youth Council, annual retreat or other leadership events.	ii) # ___ of ILP youth increase their leadership skills between pre and post-test / # ___ of youth who participated in ILP Youth Council, annual retreat or other leadership events	
5. Community partnerships assisting ILP youth shall increase from prior contract year.	a) One (1) new community partnership shall be established to facilitate ILP youth workshops during this contract year.	i) # ___ community partners who facilitated ILP youth workshop for the first time during this contract year / # ___ of community partners who facilitate ILP youth workshops	ii) # ___ community partners who facilitated ILP youth workshop for the first time during this contract year / # ___ of community partners who facilitate ILP youth workshops	