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COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _______ between the COUNTY OF TU-LARE, a political subdivision of the State of California ("COUNTY"), and ASPIRANET, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain a case management pre and post-adoption service that is strength-based, child and family centered, and needs driven; and
- B. CONTRACTOR has the experience to provide recruitment services to increase the pool of prospective adoptive families, as well as to provide comprehensive pre and post adoption services that are accessible to all current Tulare County Adoptive parents who are in need of or are requesting service to promote safe and stable families; and
- **C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES: See attached Exhibits A, A-1, A-2, A-3
- 3. PAYMENT FOR SERVICES: See attached Exhibits B
- **4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
- **6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
\boxtimes	Exhibit E	Cultural Competence and Diversity
	Exhibit F	Information Confidentiality and Security Requirements
	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement</u> .)
	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
	Exhibit H	Additional terms and conditions for federally-funded contracts
	Exhibit	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY 5957 S. Mooney Blvd. Visalia, CA 93277

Phone No.: 559-624-8000

Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER 2800 W. Burrel Ave. Visalia, CA 93291 Phone No.: 559-636-5005

Phone No.: 559-636-500! Fax No.: 559- 733-6318

CONTRACTOR:

ASPIRANET 1840 S. Central St Visalia, CA 93277

Phone No.: <u>559-741-7358</u> Fax No.: <u>559-741-7368</u>

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed re-

COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

ceived on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

- 8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
- 9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 3/8/18	ASPIRANET By 3
	Print Name Vernon Brawn Title CFO
Date:	By_ FRenker
	Print Name JREIBER
	Title CFO
Board of Directors, the president or any vice-president (or anothe assistant secretary, the chief financial officer, or any assistant trunless the contract is accompanied by a certified copy of a resol contract. Similarly, pursuant to California Corporations Code sec	res that contracts with a Corporation be signed by both (1) the chairman of the er officer having general, operational responsibilities), and (2) the secretary, any easurer (or another officer having recordkeeping or financial responsibilities), lution of the corporation's Board of Directors authorizing the execution of the ction 17703.01, County policy requires that contracts with a Limited Liability it is accompanied by a certified copy of the articles of organization stating that
	COUNTY OF TULARE
Date:	By Chairman, Board of Supervisors
ATTEST: MICHAEL C. SPATA	
County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare	d
By Deputy Clerk	

COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

Approved as to Form County Counsel

By Sylv

Matter # __

2018363

3/15/18

Aspiranet
1840 S. Central Street
Visalia, CA 93277
Ph: 559-741-7358
JulieAnn Jones, M.S.W.
jujones@aspiranet.org
REACH

Budget Line: 001-142-6043-7043

Fiscal Years: July 1, 2018 – June 30, 2019

Fund Amount: \$130,000

Services to be Performed and Location

Contractor to perform a community-based pre- and post-adoptions family support program to help children and families prepare for adoption and offer post-adoption support to families. Supports and services shall be strength-based, child and family-centered, needs-driven, and evidence-based or promising practice as applicable. Contractor shall leverage community resources and collaborate with community organizations such as, but not limited to, Tulare County Child Welfare Services (CWS), CASA of Tulare County, and family resource centers.

Contractor shall operate the REACH (Resources, Education, Advocacy, Crisis Intervention and Hope) program in a manner consistent with the Promoting Safe & Stable Families (PSSF) requirements. Contractor shall provide and case-manage all pre- and post-adoption support service activities designed to help adoptive families address post-adoption needs and help children and families prepare for adoption. Contractor shall assist adoptive parents in making a lifetime commitment to their children; design services to encourage and expedite more adoptions out of the foster care system; and support families with existing adoptions. Contractor shall provide services to post-adoptive parents to improve parenting skills with respect to matters such as child development and coping with stress, increase parents' confidence and competence in their parenting abilities, and afford children a safe, stable and supportive family environment. Services shall include, but not be limited to, direct services and activities provided to the adoptive parent and child; parent education and support; information and referral services; individual, family, and group counseling; and health education for children and parents. Services shall be provided in English and Spanish and be culturally appropriate. Contractor shall provide an interpreter to clients that speak a language other than English or Spanish. Contractor shall serve all families in Tulare County who have adopted a child or are interested in adopting a child.

Through this partnership, CWS shall:

- 1. Provide administration oversight of the program; and
- 2. Meet with the Contractor monthly to provide support and monitor outcomes.

Exhibit A

Through this partnership, Contractor shall provide pre-adoptive services to include, but not be limited to:

- 1. Preparation of families for adoption;
- 2. Preparation of child for adoption;
- 3. Support groups for pre and post adoption youth and families;
- 4. Work with CWS children in foster care to develop personable Child Available summaries to include photos of the children. These summaries will be available at matching meetings and listed on the secured website www.cakidsconnection.com.
- 5. Coordinate quarterly local matching meeting for Tulare County, as needed. This includes securing a neutral facility and inviting local adoption agencies to bring and present information about families looking for a child to adopt. Tulare County will present information about children available for adoption at these meetings. The contractor shall provide all of the information packets necessary.

Through this partnership, Contractor shall provide post-adoptive services to include, but not be limited to:

- 1. Telephone or in-person information and referral services to post-adoptive parents;
- 2. Mental health crisis intervention services not to exceed six one-hour sessions per family;
- 3. Follow-up services to families who received services through the information and referral service and the crisis intervention service no later than thirty days following the delivery of these services to determine if additional services are needed;
- 4. Counseling services;
- 5. Monthly post-adoptive parent support/education groups and concurrent child care/play groups;
- 6. Quarterly "transition" groups for families in adoptive placement who are awaiting finalization;
- 7. Develop and maintain a resource list of therapists in Tulare County who have adoption training;
- 8. Link post-adoptive parents to therapists in Tulare County who have adoption training;
- 9. Develop and distribute a quarterly newsletter for post adoptive parents;
- 10. Maintain an adoption specific resource library and provide a resource directory to post-adoptive families once initial contact is made;
- 11. Develop and maintain an adoptive website with information on community resources, links to other websites, and educational information on adoption related issues.

Through this partnership, Contractor shall perform the following additional activities:

- 1. Outreach and educate community partners on adoption related topics;
- 2. Outreach to the community to educate them on services available through the REACH Program;
- 3. Collaborate with community partners, County staff, and pre- and post-adoptive families to better understand and develop needed post-adoptive services in Tulare County;
- 4. Develop, coordinate, and provide formal and informal supports and services; and
- 5. Employ and train sufficient staff as necessary to conduct services outlined in this proposal. Staff providing direct services to pre- and post-adoptions families must, at a minimum, possess a Master's degree in Social Work.

Exhibit A

Evidence-Based/Promising Practice

Contractor shall provide, but not limited to the following evidence-based/promising-practice services, as appropriate, to clients:

- 1. Adoptive Parent Preparation Project, Phase 1: Meeting the Mental Health and Developmental Needs of Adoptive Children;
- 2. Attachment, Self-Regulation, and Competency (ARC); and
- 3. Other appropriate evidence-based/promising-practice practices.

Contractor shall administer the following evidence-based/promising-practice assessment tools, as appropriate, to clients:

- 1. Adverse Childhood Experiences Study;
- 2. Parent Stress Index;
- 3. The Protective Factor Survey; and
- 4. Other appropriate evidence-based/promising-practice assessment tools.

Contractor shall ensure that REACH Program staff members are properly trained in all applicable evidence-based and promising-practice models they are delivering.

Target Population

The target population of the REACH program is Tulare County residents interested in adopting (pre-adoption) and /or have already adopted (post-adoption) a child from the foster care system. Contractor shall serve the entire geographical area of Tulare County.

Program Participants or Clients to be Served

Contractor agrees to deliver services to program participants described in Table 1 below. Contractor shall maintain all necessary sign-in sheets and program documentation.

Table 1

	Children 0-5	Children 6-18	Children Special Needs	Adults	Families
Newsletter					800
Pre Adopt	20	35	5	25	20
Post Adopt	35	55	10	40	35

Goals

Contractor shall meet the following goals of the REACH Program:

- 1. Connect at-risk children and families to evidence-based services and programs in their community by linking families to appropriate resources and support services based on specific needs;
- 2. Connect children, families, and transitional age youth with ongoing, long-term supports and services as needed;
- 3. Increase awareness of the need for adoptive families;
- 4. Increase the number of families willing and able to adopt foster children;
- 5. Support existing adoptive families thus decreasing the amount of families relinquishing adopted children; and

Exhibit A

6. Families express satisfaction with the efficacy of the Pre- and Post-Adoption Support Program.

Outcomes

Contractor shall measure client satisfaction and engagement outcomes, as required by the County Three Year Child Abuse Prevention Plan. Contractor shall measure short-term, intermediate, and long-term client outcomes and maintain outcome tools and surveys on file for inspection by the County Liaison and representatives of the Office of Child Abuse Prevention.

Contractor shall develop a tracking mechanism to monitor the REACH Program short-term, intermediate, and long-term outcomes listed below, and outlined in the logic model (Exhibit A-1). Outcome measures must be quantifiable and must be evaluated using pre and post evidence-based or promising-practice tools whenever appropriate. Contractor shall research, train and implement the use of the Protective Factor Survey and report on all five protective factors during this fiscal year. Contractor shall develop a Child Protection Outcomes Matrix (approved by the County) to report on the outcomes below. The outcomes of the REACH Program are (County may adjust outcome measures as baseline data is collected):

- 1. Contractor shall refer 90% of families to appropriate resources;
- 2. Contractor shall follow up with families to ensure 50% of families are engaged in services;
- 3. Contractor shall ensure that 70% post-adoptive families receiving services will show an increase in family functioning and resiliency;
- 4. Contractor shall work with the county to ensure 70% of youth receiving services through the REACH Program will not re-enter the foster-care system through removal, placement into a group home, or any other means. However, contractor shall refer any expected cases of child abuse or neglect without penalization on this measure;
- 5. Contractor shall demonstrate a 50% increase in all Five Protective Factors within the population of completed participants; and
- 6. Contractors shall maintain an 85% client satisfaction rate.

Deliverables

Contractor shall submit the following reports documenting program progress and clients completing services at mid year, no later than January 15, 2019:

- 1. Program Narrative report
- 2. Service Goals and Outcomes Summary report (Exhibit A-2)
- 3. OCAP Report (Exhibit A-3)
- 4. Child Protection Outcomes Matrix
- 5. Protective Factor Survey report

Contractor shall submit the following reports documenting program progress and clients completing services at year end, no later than July 15, 2019:

- 1. Program Narrative report
- 2. Service Goals and Outcomes Summary Report (Exhibit A-2)
- 3. OCAP Report (Exhibit A-3)
- 4. Child Protection Outcomes Matrix
- 5. Protective Factor Survey Report

50% of families are engaged in services 70% post-adoptive families receiving services will show an increase in family functioning and resiliency 50% of families will show an increase in all Five Protective Factors within the population of completed participants	 Adoptive parents access services and supports that can help their child work through issues related to traumatic experiences, attend to attachment issues and address developmental concerns. Adoptive parents report a decrease in crisis episodes and strengthened attachment to their children. Levels of family stress will decrease after accessing REACH services 	 Parent Stress Index Protective Factor Survey
70% of youth receiving services through the REACH Program will not re-enter the foster-care system through removal, placement into a group home, or any other means. However, contractor shall refer any expected cases of child abuse or neglect without penalization on this measure	 Adoptive families will be linked to and access intensive support services and community resources stabilizing the family system and keeping families intact Adoptive parents will access crisis intervention services 	 Aspiranet REACH Recap Report
Contractors shall maintain an 85% client satisfaction rate	 Families will report satisfaction with timeliness, supportive/family-friendly services, cultural competency, expertise of staff, and knowledge of/linkage to community resources. 	■ Client Satisfaction Survey

Exhibit A-1

Exhibit A-2

Service Goals and Outcomes Summary County Fiscal Year 2018/2019

Please provide the following requested information.
NSTRUCTIONS:

Check box designating a report for CAPIT, CBCAP, PSSF, or CTF Mid-Year Report is due by January 15, 2019 Final Report is due July 15, 2019 CAPIT and CBCAP grantees must file an OCAP 150 Report with Final Report

CBCAP	CTF
CAPIT	PSSF 🖂
Aspiranet	
Grantee	

			<u>α</u>	PROJECTED GOALS	OALS			٩	ACTUAL OUTCOMES	OMES	
	L		Total Number O	nber Of Clients	of Clients to be served	rved	Tot	al Numb	Total Number of clients completing services	npleting se	rvices
Time Period	Fxnended		Chilc	Children	Adults	Families		Children	Iren	Adults	Families
		0-5	6-18 w/disa	w/disabilities			0-5	6-18	w/disabilities		
July 1 – December 31											
January 1 – June 30											
Total - Newsletter						800					
Total – Pre-Adoption		20	35	5	25	20					
Total – Post-Adoption		35	55	10	40	35					

OCAP MID/YEAR END REPORT - PSSF Adoption Promotion and Support Services Fiscal Year 2018/2019

Agency Name:

Aspiranet

		Total Num	ber of Clients	Completi	ing Services
			n	Adults	Families 3
	0-5 Years	6-18 Years	with disabilities	i	
Direct Services	4				
Adoptive parent recruitment					
Basic needs, concrete support					
Behavior health, mental health services					_
Case management					
Childcare					
Early childhood education					
Family Resource Center (Drop-in Center)					
Financial literacy education					
Health services					
Livescan Fees					
Parenting education		_			
Peer Support					
Respite					
Team Decision Making					
Transportation					
Youth programs					
Other					
Client Characteristics					
White (Non Hispanic)		****			
Hispanic or Latino					
Black or African American (Non Hispanic)					
Asian					
American Indian or Alaska Native					
Native Hawaiian & Other Pacific Islander					
Two or more races					
Other					

Enter an unduplicated count for each service provided under PSSF Adoption. A participant is counted as either an individual or a family but not both. For participants who access multiple services at multiple times, count once for each service provided.

Exhibit B

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$130,000. Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of OMB circular A-87.

- Costs shall be adequately documented
- Direct cost shall be specifically identified to services performed
- Employees shall be compensated for time specifically identified to service performed
- Travel expenses shall be specifically identified to service performed

A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

Budget Reductions

In the event the contractor anticipates that funds shall not be expended in full by the end of each fiscal year, contractor shall give Tulare County HHSA immediate written notice and negotiate a budget reduction so that the PSSF funds can be reallocated and expended by year-end.

Case Management Requirements

Contractor shall comply with the provision of Welfare and Institutions Code Section 10850, the California Department of Social Services Manual of Policy and Procedures, Division 19 Regulations, the federal statutes and regulations to assure (in partial summary) that all records concerning an individual shall be kept confidential and shall not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring or auditing of the agreement.

Child Abuse and Neglect Reporting Act

The California Child Abuse and Neglect Reporting Law are currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, "in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (P.C. 11166 (a))

Contractor shall notify CWS in all instances where there is suspected child abuse in the home of a CWS client and contractor shall further carry out their duties as a mandated reporter under the California Child Abuse and Neglect Reporting Law.

Publications

Materials published by Contractor shall ensure all publications funded through this contract will include acknowledgement of the Health and Human Services Agency, Child Welfare Services.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. <u>Minimum Scope & Limits of Insurance</u>

- 1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. 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.
- Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per
 occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned
 auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
- 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.
- Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. <u>Specific Provisions of the Certificate</u>

- 1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.
 - b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - c. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTPR 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.

- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.
- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. <u>Deductibles and Self-Insured Retentions</u>

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. <u>Verification of Coverage</u>

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.