

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, 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 obtain a program to provide housing and case management for youth emancipating from Child Welfare Services or Juvenile Probation Foster Care Placement. CONTRACTOR will operate the Transitional Housing Program Plus (THP-Plus) in Tulare County; and
- B.** CONTRACTOR has the experience and qualifications necessary to deal with youth emancipating from Child Welfare Services or Juvenile Probation Foster Care Placement; 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, 2020 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit 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
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	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
 Fax No.: 559- 733-6318

CONTRACTOR:

ASPIRANET
 1840 S. Central St
 Visalia, CA 93277
 Phone No.: 559-741-7358
 Fax No.: 559-741-7368

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

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

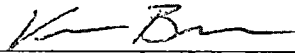
8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty 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: 7/30/20

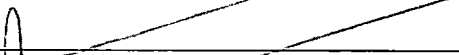
ASPIRANET

By 

Print Name Vernon Brown

Title CEO

Date: 7/30/20

By 

Print Name John Keith-Berkley

Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By /s/ Diana L. Mendez 08/04/2020
Deputy
Matter # 2020737

ASPIRAnet

1840 South Central Street
Visalia, CA 93277
(559) 741-7358
(559) 741-7368 (fax)

EXHIBIT A (FY 20/21)

Grant Services to be Charged Against

Transitional Housing Program - Plus 001-142-6077-7043

Maximum Contract Amount: \$195,209

Services to be Performed and Location

Provider will operate the Transitional Housing Program Plus (THP-Plus) program in Tulare County. This program will provide housing and case management for youth emancipating from the Child Welfare Services or Juvenile Probation foster care placement. The THP-Plus program will provide eight (8) or more emancipated foster youth between the ages of 18 to 24 safe and affordable housing, supportive services including assistance to progress with education and employment, improve physical and mental well being, and provide connections to the community.

Support services will include:

1. Coordination with the Independent Living Skills Program to meet the goals outlined in the Transitional Independent Living Plan (TILP)
2. Case management
3. 24-hour crisis intervention and support
4. Individual and group therapy either directly or through referral
5. Educational advocacy and support, including linkages to Independent Living Skills Services with the goal of each youth obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program
6. Assistance to pursue college or other post-high-school training
7. Job readiness training and support including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, the Mentor Program, and other appropriate employment resources
8. Mentoring
9. Services to build and support relationships with family and community
10. System of payment for utilities, telephone, and rent
11. Allowance to be provided to each participant adequate to purchase food and other necessities
12. Apartment furnishings, providing directly or through a stipend
13. Aftercare services including support groups and referrals to community resources
14. FDIC insured savings account for funds retained by the provider on behalf of the youth
15. Emancipation fund into which a minimum of \$50 is deposited monthly by the THP-Plus provider

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Housing

Provider will comply with all State and Federal fair housing laws including compliance with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.) The housing model will be the Scattered Site Model. Provider will utilize a Master Lease Agreement model where the provider holds the lease and subleases to the participants. Provider will rent two bedroom apartments and have two participants share the apartment with each having a separate bedroom. Apartments will have reasonable access to transportation, schools, employment, appropriate supportive services, shopping, and medical care.

Target Population

Contractor agrees to provide services to eight (8) or more THP-Plus participants. These youth are adults who have emancipated from Child Welfare Services foster care or Probation foster care and are at least 18 years of age and are not yet 24 years of age. This includes youth that have emancipated from other counties within California. All THP-Plus participants/tenants must be active participants in the Tulare County Independent Living Program with an approved Transitional Independent Living Plan (TILP) and be actively pursuing the goals as defined by this plan. The youth selected for this program must fall within one or more of the following categories:

1. Homeless
2. Emancipated
3. Single Parent

Provider will not discriminate on the basis of race, gender, sexual orientation, or disability and will provide a safe and adequate residence that allows participants the maximum amount of independence and self-sufficiency.

Referral and Screening Process

Provider will work closely with the Tulare County HHS Independent Living Program (ILP) and the THP- Plus Screening Committee with regard to the THP-Plus referral and screening process. Referrals to THP-Plus will be initiated by but are not limited to the ILP coordinator, social worker, probation officer, foster care placement, community-based organization or self-referral. All referrals shall be directed to ILP.

Referral and Screening Process – ILP Responsibilities

ILP will take the following actions once a THP-Plus Referral is received:

1. Determine youth's eligibility for the THP-Plus program.
2. Consult with the youth concerning their current strengths and needs as they relate to the TILP.
3. Refer eligible youth to the THP-Plus Screening Committee.
4. Assist youth in completing the application process required by the selected THP-Plus Screening Committee.
5. Provide youth with opportunities, when possible, to re-enter the program if he/she was removed from the program due to lack of maturity.

Referral and Screening process - THP-Plus Screening Committee Responsibilities

1. Review the youths' application (this may include review of references)
2. Interview the THP-Plus youth applicant as a member of the THP-Plus Screening Committee.

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3. Consult with the ILP social worker and the placement social worker or probation officer concerning a youth's strengths and needs as well as the plan established in the Transitional Independent Living Plan.
4. Decide to accept or reject the application together with the THP-Plus Screening Committee. Application rejections will be in writing and must include specific details supporting the Committee's decision.

Referral and Screening Process - THP-Plus Provider Responsibilities:

Develop a contract with youth that details the rights and responsibilities of each party. Details of the contract may include, but not limited to, the following:

1. System for payment of ongoing expenses such as utilities, telephone and rent.
2. An allowance to be provided to each participant adequate to purchase food and other necessities.
3. Apartment furnishings and a policy on disposition of the furnishings when the youth completes the program.
4. Evaluation of youth's progress (review/evaluation will occur every 90 days) and report this progress to the ILP case manager.
5. Requirement of "active participation" in Workforce Investment Act activities. This may include linkages to job training through the Workforce Investment Act partners, the area One Stop Centers, the Mentor program, and other appropriate employment resources.
6. Acknowledgement that the provider may not discriminate based on race, gender, sexual orientation, or disability.
7. Develop policies together with the THP-Plus Committee. The THP-Plus provider will be responsible to review these policies with the youth regarding all of the following:
 - a. Education requirements
 - b. Work expectations
 - c. Savings requirements
 - d. Personal safety
 - e. Visitors
 - f. Emergencies
 - g. Medical problems
 - h. Disciplinary measures
 - i. Child care
 - j. Pregnancy
 - k. Curfew
 - l. Household cleanliness
 - m. Use of utilities and telephone
 - n. Budgeting
 - o. Care of furnishings
 - p. Household decorations
 - q. Cars
 - r. Lending or borrowing money
 - s. Unauthorized purchases
 - t. Dating
 - u. Grounds for termination from the program (i.e., illegal activities, harboring runaways)

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Program Policies

Provider will adhere to the following policies, as required by the THP-Plus regulations.

1. Compliance with California landlord-tenant law and/or the Transitional Housing Misconduct Act.
2. Services will be provided in accordance with Welfare and Institutions Code Section 16522.1 (h) (1)-(21).
3. Compliance to the California Manual of Policies and Procedures, Section 30.920 (Rights of the Participants).
4. Criminal background checks for all provider employees.
5. Compliance with applicable federal, state, and local housing laws and fire clearance requirements.
6. Housing to participants that provides reasonable transportation access to schools, employment, and medical care.
7. Compliance with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
8. Compliance with the requirement that the function of the property management and service provider will not be blended.
9. Compliance with the requirements of AB12.

Evaluation

Provider will utilize the statewide THP-Plus Participant Tracking System County Survey tool to document the effectiveness of the program. This tool will track:

1. Educational attainment
2. Career and employment development
3. Vocational training,
4. Job placement and retention
5. Daily living skills
6. Substance abuse prevention
7. Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
8. Housing and household management
9. Consumer and resource use
10. Interpersonal/social and self-development skills
11. Survival skills
12. Computer/Internet skills

Provider is required to maintain accurate client files and records to satisfy County reporting requirements

Goals

Goal 1: The THP-Plus program will assist emancipated foster youth to secure stable housing.

- | | |
|------------|------------------------------------------------------------------------------------------------------------------------|
| Measure 1: | Annually, 50% of the THP-Plus enrolled tenants will successfully maintain their THP-Plus placement. |
| Measure 2: | Annually, 75% of the participants exiting the THP-Plus Program will secure and maintain housing for at least one year. |

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Goal 2: The THP-Plus program will increase the employability of emancipated foster youth.

- Measure 1: Of the THP-Plus residents not employed at time of entry, 75% will obtain employment or enter into a vocational training program or internship within six months of entering the program.
- Measure 2: 75% of THP-Plus residents will increase their income within one year of entering the transitional housing program.

Goal 3: The THP-Plus program will encourage emancipated youth furthering their educational goals.

- Measure 1: Annually, 25% of participants will be enrolled within an accredited college or 4-year educational institution.
- Measure 2: 90% of participants in or exiting the program will obtain their high school diploma or equivalent.

Goal 4: The THP-Plus program will assist emancipated youth in connecting to health care services and other community-based resources.

- Measure 1: 90% of THP-Plus participants will be enrolled in Medi-Cal or other private/public health insurance program.
- Measure 2: 90% will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts

Child Abuse Reporting

Contractor shall establish a procedure acceptable to CWS to ensure that all employees or volunteers performing services under this Agreement report child abuse or neglect to a Child Protective Services as defined in Penal Code, Section 11166.

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1840 South Central Street
Visalia, CA 93277
(559) 741-7358
(559) 741-7368 (fax)

EXHIBIT B (FY 20/21)

Payment Amount and Fee Schedule

The maximum amount payable for this agreement is **\$195,209**. Contractor shall submit detailed monthly line item invoices to the County by the 10th of every month. If the allocation decreases within the contract year (FY 20-21) the contractor may be required to spend less.

Budget Reductions

In the event contractor anticipates that funds will not be expended in full by the end of the fiscal year, Contractor shall give Health & Human Services immediate written notice and negotiate a budget reduction.

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. Minimum Scope & Limits of Insurance

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.
2. 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.
4. 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. Specific Provisions of the Certificate

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 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.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, 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. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

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. Verification of Coverage

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Vernon Brown Date: 8/3/20

Contractor Name Aspiranet

Signature 