

FIFTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 23434 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as “COUNTY” and **Aspiranet**, hereinafter referred to as ‘CONTRACTOR’ with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 23434, on July 1, 2007 for the purpose of providing housing and case management for youth emancipating from Child Welfare Services of Juvenile Probation Foster Care Placement.

B. The COUNTY and CONTRACTOR amended Agreement No.23434 on June 17, 2008 to extend the date of termination to June 30, 2009, and to update Exhibits "A" and "B."

C. The COUNTY and CONTRACTOR amended Agreement No.23434 on October 6, 2009 to extend the date of termination to June 30, 2010, and to update Exhibits “A” and “B.”

D. The COUNTY and CONTRACTOR amended Agreement No.23434 on March 9, 2010 to update Exhibits “A” and “B.”

E. The COUNTY and CONTRACTOR amended Agreement No.23434 on August 10, 2010 to extend the date of termination to June 30, 2011 and update Exhibits "A" and "B."

F. The COUNTY and CONTRACTOR agree to amend Agreement No.23434 to update Exhibits “A” and “B.”

G. This amendment shall become effective July 1, 2010.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2010 Exhibit "A," entitled Services is hereby substituted with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

II. Effective July 1, 2010 Exhibit “B,” entitled Payment Amount and Fee Schedule is hereby substituted with the attached Exhibit “B,” which Exhibit is made a part of this Agreement by reference.

III. Except as provided above, all other terms and conditions of Agreement No. 23434 shall remain in full force and effect.

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

Date_____

COUNTY OF TULARE
By_____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____
Deputy Clerk

Aspiranet

By_____
Title_____

Date_____

By_____
Title_____

Date_____

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By_____
Deputy County Counsel

Date_____

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Aspiranet

4128 S. Demaree, Suite B
Visalia, CA 93277
(559) 741-7358
(559) 741-7368 (fax)

EXHIBIT A

Grant Services to be Charged Against

Transitional Housing Program Plus 001-142-6077-2150

Maximum Contract Amount: \$220,849

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 twelve (12) 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. The location services will be provided is in Visalia.

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 Single Site Permanent 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 twelve (12) 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 HHSA Independent Living Program and the THP- Plus Screening Committee for THP-Plus referral and screening process.

Referral and Screening Process (Independent Living Program)

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. ILP will take the following actions:

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)

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):

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:
 - Education requirements
 - Work expectations
 - Savings requirements
 - Personal safety
 - Visitors
 - Emergencies
 - Medical problems
 - Disciplinary measures
 - Child care
 - Pregnancy
 - Curfew
 - Household cleanliness
 - Use of utilities and telephone
 - Budgeting
 - Care of furnishings
 - Household decorations
 - Cars
 - Lending or borrowing money
 - Unauthorized purchases
 - Dating
 - 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.

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:

- Educational attainment
- Career and employment development
- Vocational training,
- Job placement and retention
- Daily living skills
- Substance abuse prevention
- Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
- Housing and household management
- Consumer and resource use
- Interpersonal/social and self-development skills
- Survival skills
- 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.

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Measure 2: Annually, 75% of the participants exiting the THP-Plus Program will secure and maintain housing for at least one year.

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 to further 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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Visalia, CA 93277
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(559) 741-7368 (fax)

EXHIBIT B

Payment Amount and Fee Schedule

The maximum amount payable for this agreement is \$ 220,849. 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 10-11), the contractor is allowed 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.

5:26 PM

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)	Perform a SMART BUDGET ROLL-UP before VALIDATING.
Increase to Aspiranet Agreement No. 23434 for the Transitional Housing Placement Plus (THP-Plus) program pursu to an All County Letter No. 11-03 from the Department of Social Services.	

Entered By: _____
Date: _____
Distribution: 1: BOS/CAO/Auditor