



Contract Number

20.287

SAP Number

4400013931

Children and Family Services

Department Contract Representative	<u>Lydia Bell, Contract Analyst</u>
Telephone Number	<u>(909) 386-8395</u>
Contractor	<u>ASPIRAnet</u>
Contractor Representative	<u>Henry McKee</u>
Telephone Number	<u>(909) 890-9022</u>
Contract Term	<u>July 1, 2020 through June 30, 2023</u>
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Amendment Amount	<u></u>
Total Contract Amount	<u>\$2,775,000</u>
Cost Center	<u>5017031000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Children and Family Services (hereinafter referred to as "CFS" or "County"), desires to provide Transitional Housing Program-Plus Services; and

WHEREAS, County has been allocated funding by the California Department of Social Services to provide such services; and

WHEREAS, County finds Aspiranet (hereinafter referred to as "Contractor") qualified to provide such services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Child and Family Team (CFT) Meeting – A group that forms to meet the needs of an eligible child/youth through whatever means possible. This team includes the child/youth, parents, caregivers, relatives, county Social Worker, Probation Officer or Behavioral Health Clinician, and anyone else the youth/family identifies as a member.
- B. Children and Family Services (CFS) – The County of San Bernardino department that administers programs designed to address child abuse and neglect issues. CFS provides family-centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
- C. County – County as used throughout this document including its possessive form, County's, refers to the County of San Bernardino.
- D. Discharge – Early dismissal of young adults from the THP-Plus program due to program non-compliance.
- E. Efforts to Outcomes (ETO) Software® – ETO Software® is a web-based performance management solution for human services organizations. It gives organizations a clear picture of which efforts are having the greatest impact on the social issues they strive to address. With this knowledge, government, private, and nonprofit firms can reinforce what is working, adjust what is not, and more easily report successes to key stakeholders. ETO Software® transforms data into knowledge that can be accessed via a multitude of easily generated reports to monitor, measure, and optimize impact. It permits a strategic approach that connects organization mission to the daily work of staff members and the expectations of the public.
- F. Eligible Young Adult – Includes young adults between the ages of 17 ½ and 21 who were in foster care or probation anytime from their 16th to their 19th birthday and who will exit from the foster care system within six (6) months or have been dismissed from the foster care or probation system; Kin-Gap Legal Guardianship from the ages of 16 years up to 18 years with approved or licensed relative home in which they have resided for six (6) months while under the jurisdiction of the court; a young adult in a non-relative legal guardianship (NRLG) ordered by juvenile court after age eight (8); a young adult in a non-related services only guardianship on or after the age of eight (8); an adopted young adult whose case closes on or after age 16; and Extended Foster Care (EFC) young adults. EFC young adults can only participate in workshops and training, as they are not eligible for case management or other supportive services.
- G. Extended Foster Care (EFC) – EFC is a program implemented by California Assembly Bill (AB) 12 (2010) and AB 212 (2011), collectively known as the California Foster Connections to Success Act (CFCSA). CFCSA implements the Federal Fostering Connections to Success and Increasing Adoptions Act (H.R.6893). The FCA or Fostering Connections Act was signed into law on October 7, 2008, as Public Law 110-351 in California. EFC permits non-minor dependents (NMDs) to elect to continue juvenile court dependency past the age of 18 and up to the age of 21.
- H. Family Search and Engagement – A set of practices designed to locate, engage, connect, and support family resources for youth who have been remanded to the juvenile dependency court (i.e., foster or probation youth). Family Search and Engagement identifies issues and activities involved in relative search, in addition to providing a variety of practical tools to assist practitioners in the day-to-day work. Resources may include access to the youth's biological family, near kin, or Nonrelative Extended Family Member (NREFM). NREFM is defined as an adult caregiver who has an established familial relationship with a relative of the child, or a familial or mentoring relationship with the child (Welfare and Institutions Code Section 362.7), such as a godparent, a teacher, or a neighbor. The county welfare department shall verify the existence of a relationship through interviews with the parent and child or with one (1) or more third parties. The third parties

may include relatives of the child, teachers, medical professionals, clergy, neighbors, and family friends.

- I. Human Services (HS) – The County agency that oversees, coordinates, and integrates services for the County’s HS departments. HS integrates the services, programs, and resources of nine (9) County HS departments to provide a rich, more complete array of services to the citizens of the County under one (1) coordinated effort.
- J. Independent Living Program (ILP) – The program authorized by the Foster Care Independence Act of 1999 (Public Law 106-169) to provide education, training, employment, financial support, and services that help current and former juvenile court supervised (foster care and probation) youth achieve independence and self-sufficiency prior to exiting and after leaving the dependency and delinquency systems.
- K. Independent Living Program (ILP) Extended Care Services – The program is designed to meet the needs of those defined as Eligible Young Adults, but have not yet attained 21 years of age. Services include, but are not limited to, education assistance and counseling, legal assistance and counseling, career preparation, job placement and retention training, vocational assessment and training, crisis counseling, housing assistance and home management, emergency assistance, financial management and credit counseling, healthcare, parenting skills, interpersonal/social skills, time management, arranging transportation, and any other services/activity directly related to extended care for the foster/probation youth. Eligible young adults participating in Extended Foster Care (EFC) can only participate in workshops and trainings, as they are not eligible for case management or other supportive services.
- L. Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) – LGBTQ is the acronym that is used to refer to the group or community of individuals who self-identify as Lesbian, Gay, Bisexual, Transgender, or Questioning their sexual identity.
- M. Non-Minor Dependent (NMD) – NMD as described in Welfare and Institutions Code (WIC) 11400 (v) [Section 675(8)(B) of Title 42 of the United States Code under the Federal Social Security Act] is a current or former dependent child or ward of the juvenile court who satisfies all of the following criteria: has attained 18 years of age but is less than 21 years of age; is in foster care under the responsibility of the County Welfare Department (e.g., CFS) or County Probation Department that entered into agreement pursuant to WIC Section 105531.1; and is participating in a transitional independent living case plan pursuant to Section 475(8) of the Federal Social Security Act (42 U.S.C. Sec. 675(9)), as contained in the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351). NMDs are eligible to attend ILP related classes, workshops, and training. Contractor will not provide case management and other support services for NMDs.
- N. Non-related Legal Guardian (NRLG) - NRLGs, also called non-relative legal guardians, are non-relative caregivers that are appointed by the juvenile or probate court to serve as the legal guardian for youth who have not attained the age of 18. A NRLG may be appointed regardless of parental agreement or consent. NRLGs are not related to the youth by birth or adoption. Youth who are provided care by a NRLG remain eligible for Extended Foster Care through the age of 21 and are eligible to attend ILP related classes, workshops, and training. Contractor will not provide case management and other support services for NRLGs.
- O. Probation Department – County agency responsible for protecting the community through assessment, treatment, and control of adult and juvenile offenders by providing a range of effective services based on legal requirements and recognized professional standards.
- P. Supportive Transitional Emancipation Program (STEP)-Transitional Independent Living Plan (TILP) – The STEP-TILP is the document designed by the California Department of Social Services (CDSS) that outlines specific skills, education or training goals needed to facilitate a successful transition to adulthood, mutually agreed upon by eligible 18 to 21 year old emancipated foster/probation youth and the County Welfare Department, Probation Department, or the Independent Living Coordinator. The document will include the specific tasks youth and other

relevant parties will complete in order to achieve these goals, agreed upon timelines, outcomes, and identify all individuals responsible for assisting in completion of the plan. Contractor shall use the most recently revised version of the STEP-TILP upon issuance. The STEP-TILP is generally revised semi-annually.

- Q. Transitional Age Youth (TAY) One-Stop Centers –TAY One-Stop Centers are administered by the County Department of Behavioral Health and provide integrated mental health services to youth ages 16 to 25, who exhibit mental and behavioral disabilities, are or were juvenile justice dependents or wards, and may be emancipating from foster care, group homes, the juvenile justice system, or county jail. TAY One-Stop Centers allow TAY to select and utilize services needed to maximize their individual potentials (e.g., Recovery, Wellness, and Resiliency Model) in the community and prepare for independent entry into the community.
- R. Transitional Housing – Requires tenants to move out after the twenty-four (24) month or thirty-six (36) month program is complete (young adult must be completing secondary education or an equivalent program, or be enrolled in an institution that provides post-secondary education in order to receive THP-Plus services past his/her 24th birthday or beyond twenty-four (24) months). THP-Plus programs that elect transitional housing as their model are required to help young adults secure housing where the rent is no more than 30% of their income.
- S. Transitional Housing Program-Plus (THP-Plus) – A transitional housing placement opportunity for former foster and probation young adults ages 18 to 24 or 25 years, who are aging out of the foster care and/or probation systems. The program provides affordable housing and comprehensive supportive services for up to twenty-four (24) or thirty-six (36) months. The young adult must be completing secondary education or an equivalent program, or be enrolled in an institution that provides post-secondary education in order to receive THP-Plus services past his/her 24th birthday or beyond twenty-four (24) months. The goal of THP-Plus is to help former foster/probation young adults make a successful transition from out-of-home placement to independent living.
- T. Trauma-Informed Care – Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization. For more information, refer to the National Child Traumatic Stress Network at <http://nctsn.org/>.
- U. Youth Villages LifeSet Program – The program provides at-risk youth and young adults leaving the foster care, juvenile justice and mental health systems the intensive in-home support and guidance they need to make a successful transition to adulthood. Program success is defined as young adults maintaining stable and suitable housing, remaining free from legal involvement, participating in an educational/vocational program and developing the life skills necessary to become a successful, productive citizen. The LifeSet program works not only with young adults who are “aging out” of state custody but also with the young person’s family and support systems to help ensure a more successful transition.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor shall:
 1. Provide County with a comprehensive Transitional Housing Program including both the Host Family and Scattered-Site models for eligible San Bernardino County young adults who have exited from Foster Care and are between the ages of 18 and 24 or 25 years of age for up to twenty-four (24) or thirty-six (36) months. (The young adult must be completing secondary education or an equivalent program, or enrolled in an institution that provides post-secondary education in order to receive THP-Plus services past his/her 24th birthday or beyond twenty-four (24) months and up to thirty-six (36) months). Services shall be provided in the Central/Eastern, North Desert, and Western regions of San Bernardino County.

2. Maintain a District Office at 720 E. Carnegie Drive, Suite 250, San Bernardino, CA 92408. This site will provide services, office space for staff, young adult case files, group meeting space and administrative services. The District Office will operate from 8 a.m. – 5 p.m., Monday through Friday, and by appointment on evenings and weekends. Contractor shall also utilize community buildings for workshops and trainings in each of the three (3) regions (Central/Eastern, Western, and North Desert).
3. Accept referrals from the ILP Coordinator or CFS designee, County's Extended Care Services provider, CFS, Probation Department, and young adults who self-refer. Within ten (10) business days, Contractor shall verify eligibility with ILP Coordinator and screen young adult for appropriateness for the program, identify significant relationships that are viable, and potential Host Families.
4. Provide application documents to eligible young adults, and schedule an interview when application documents are returned. Contractor shall coordinate the interview date and time with the THP-Plus program supervisor and CFS designee. Acceptance into THP-Plus will be a joint agreement between the contractor and CFS.
5. Maintain a waitlist of eligible young adults for immediate occupancy when housing becomes available. Contractor will advise young adult of placement on waitlist and the young adult's responsibility to provide updated contact information. At the time of an opening, Contractor shall attempt to contact young adult(s) on waitlist by email and phone. The young adult will be removed from the waitlist after six (6) months when the contractor has not been able to contact the young adult.
6. Develop a Rules of Conduct contract with the young adult and the host family, if applicable.
7. Provide an intake and administer the Ansell-Casey Life Skills Assessment within thirty (30) calendar days of the time the young adult is referred for THP-Plus services.
8. Comply with the California landlord-tenant law, Civil Code 1940, et seq., and the Transitional Housing Misconduct Act, Health and Safety Code Section 50580 et seq.
9. Provide the young adults with the option to return to/continue to live with their current or previous foster parent, NREFM, or relatives under the Host Family model or to live independently in a scattered-site apartment.
10. Assist the young adult in determining and locating potentially appropriate housing within fifteen business days of the young adult's acceptance into the Program, which can include locating an apartment, locating a Host Family, and screening and approval of current available Host Family. Contractor shall ensure apartment rent will not exceed 30% of the young adult's anticipated gross monthly income at the completion of the Program. Contractor will subsidize the young adult's rent until the young adult gains employment or is otherwise able to meet the 30% criteria.
11. Ensure no more than one (1) young adult is assigned to each bedroom in both the scattered-site apartments and Host Family models, and provide roommate mediation as necessary.
12. Notify the County ILP Coordinator that a scattered-site or Host Family has been identified and prepared for move-in upon determination of appropriate housing. Contractor will provide the County ILP Coordinator with the correct address and contact information of the scattered-site or Host Family home for certification.
13. Assist in the execution of the Direct, Master, or Permanent lease following a mutually agreed upon scattered-site location apartment walk-through and roommate selection as follows:
 - a. Contractor will pay the full amount of rent to the property owner/manager on the first day of each month. (Master and Direct lease).

- b. The young adult will pay his/her rent to the Contractor each month. When the young adult pays toward his/her rent, that money shall be deposited into the young adult's interest bearing trust account.
14. Ensure each young adult is provided with basic home furnishings for their apartment. Items shall be new or in good condition and shall include, but are not limited to:
- a. Dining room table and chairs;
 - b. Dresser;
 - c. Bed;
 - d. Linens;
 - e. Kitchen appliances;
 - f. Couch; and
 - g. Lamps.

Documentation of the receipt of the above-mentioned items shall be signed by the young adult and maintained in the young adult's case file.

15. Upon selection of a Host Family, ensure any adult resident of the Host Family home has received clearances from Live Scan. Contractor will meet with County ILP Coordinator at the potential housing site for the inspection. Upon approval from ILP Coordinator, Contractor will telephone the young adult to inform him/her that they may move in within twenty-four (24) hours. A welcome/follow-up letter will be sent to the young adult and include an orientation appointment for related paperwork completion. A copy of the appointment letter shall be filed in the young adult's case file and a copy shall be provided to the County ILP Coordinator.
16. Ensure each young adult is provided with basic furnishings for their Host Family bedroom. Items shall be new or in good condition and shall include, but are not limited to:
- a. Dresser
 - b. Bed
 - c. Linens
 - d. Lamps or appropriate lighting

(Contractor shall stress the importance of the acquisition of home furnishings to young adults residing with a Host Family as the young adults prepare to live independently.) Documentation of the receipt of the above-mentioned items shall be signed by the young adult and maintained in the young adult's case file.

17. Identify a plan for provision of appropriate housing subsidies, incorporating a graduated system for payment of utilities, telephone and rent for each young adult up to the twenty-four (24) or thirty-six (36) -month time limit. Copies of this plan shall be given to the young adult and County ILP Coordinator, and filed in the young adult's case file.
18. Use the STEP-TILP form as the structural tool to ensure that all THP-Plus partners focus on a common goal, maximize the young adults' strengths to reach the goal, and agree on needs as prioritized by the STEP-TILP. A trauma-informed approach will be utilized when assessing whether the components of the goal are supportive and does not re-traumatize the young adult. The form shall be updated at least semi-annually.
19. Set a STEP-TILP conference no later than three (3) weeks from the time the young adult moves into his/her new home. The initial STEP-TILP will be completed at this conference and the young adult will be asked to identify a mutually agreeable time to meet weekly with their Case Manager for a minimum of two (2) hours on a face-to-face basis. The

- young adult shall be provided with emergency contact information, a listing of resources, and their STEP-TILP will be reviewed with them to assist them with reaching their objectives. Contractor shall provide copies of the STEP-TILP to young adult and retain a copy in the young adult's case file. STEP-TILPs must be provided to the ILP Coordinator upon request. Contractor shall also meet with host family and young adult once per month at a minimum.
20. Employ a program director, program manager, and case managers (life coaches), educational and employment specialists, and housing specialists. Employees must have a Bachelor's degree in an interrelated field and a minimum of one (1) to two (2) years of experience. Caseload assignments will be available for County review upon request.
 21. Case Managers shall:
 - a. Have weekly face-to-face contact with the young adult for a minimum of two (2) hours, based on the STEP-TILP. Back-up Case Manager will be available when assigned Case Manager is unavailable.
 - b. Each maintain a combination of caseloads of eight (8) to twelve (12) young adults and pregnant and/or parenting young adults.
 - c. Coordinate and document provision of required and additional supportive services to THP-Plus participants.
 22. Require Educational and Employment, and Housing Specialist staff to meet with the young adult as deemed necessary.
 23. Provide Family Search and Engagement services by staff that have been trained by a certified Family Finding Trainer as approved by the County or Family Finding agents.
 24. Provide a training program to educate Contractor's employees working directly with the young adult participants. Training shall include, but is not limited to, Mandated Reporter Requirements, John Burton Foundation database training, Child Traumatic Stress, Trauma Informed Care approaches, Family Search and Engagement, Cultural Humility/Competency, and Commercially Sexually Exploited Children.
 25. Partner with the County's Extended Care Services provider to ensure eligible young adults are given an opportunity to work with a Life Coach/Aftercare Specialist that will assist with developing and achieving individual goals.
 26. Provide services to the young adult in a trauma-informed manner by developing and implementing policies and procedures, which reflect supportive services and programs, which avoid re-traumatization. Contractor shall possess knowledge and training, be able to apply trauma-informed practices, and document efforts to provide services in trauma informed manner.
 27. Provide case management services, threading the Trauma-Informed Approach (perspective) along with other models of best practice. These services must be documented in the young adult's case file, and noted on the THP-Plus Young Adult Monthly Services Chart (Attachment A), which shall include identifying, linking to, and utilizing community resources to meet each young adults needs which may include, but are not limited to:
 - a. Health and dental care
 - b. Mental health and/or substance abuse services
 - c. Recreation and socialization
 - d. Education
 - e. Vocational needs

- f. Support groups
 - g. Religious opportunities
 - h. Employment
28. Assist the young adults with identifying and utilizing appropriate community resources necessary for successful transition to independent living over the twenty-four (24) or thirty-six (36) month period.
 29. Educate young adults about alumni services, including information about California Youth Connections (non-profit organization which promotes the participation of foster youth in policy development and legislative change to improve the foster care system), support groups, annual reunions for round table discussions, and completion of the John Burton Foundation report.
 30. Develop advocacy and support networks for the young adults. Assist the young adults with developing at least one (1) identifiable support system in the community in which they live.
 31. Provide each young adult with an emergency card with access instructions to the agency's 24 hours, 7 days per week toll-free crisis intervention on-call service. Services are to be available through an after hour's service. Young adults shall also receive verbal and written instructions regarding the purpose of the crisis intervention service and detailed directions regarding its use. The crisis intervention service shall include, access to a Case Manager, who is prepared and on-call, and back-up assistance from Contractor's assigned Supervising Case Manager.
 32. Provide life skills training, including, but not limited to, substance use/abuse, mental health treatment/services, emotion management, and conflict resolution.
 33. Provide referrals to young adults with identified emotional disorders or mental illness to appropriate public and private health providers who accept Medi-Cal. Contractor will assist when necessary with accessing services and follow up on the outcome of these referrals.
 34. Encourage high school completion and provide information on General Educational Development (GED) and High School Proficiency options as necessary. Develop and provide a list of local resources for GED and High School Proficiency options. Contractor shall provide mentoring, tutoring, assistance with completion of applications, preparing for exams, and transportation to examinations as needed.
 35. Develop and provide a listing of local resources for post high school educational and vocational training opportunities and assist young adults with identifying areas of aptitude and interest. Assistance will include, completing applications, informing young adults of Equal Opportunity Programs, visiting campuses, scheduling assessment tests, and assisting with the costs of the registration and sending necessary documents to schools.
 36. Assist young adults with securing employment, to include assistance with resumes, employment applications, interviewing techniques, and employment searches. Contractor shall link young adult with community employment resource agencies such as the Employment Resource Center, Workforce Investment Act partners, various city and county human resource departments and Employment Development Department, etc.
 37. Utilize designated family finding support staff to identify members of the young adult's family, non-related extended family members, pertinent service providers and other community connections, in order to participate in a family group conference, facilitated by the Contractor. The purpose of the conference is to foster lifelong familial connections and to develop short-term and long-term plans for the following areas with the young adult as they are transitioning into THP-Plus Program: housing, health insurance, education, local opportunities for mentors, work force supports, and employment services.

The stages of the conference will follow the Child and Family Team Meeting (CFTM) model, the development of a supportive team that will follow the young adult after the THP-Plus Program. A follow-up conference may be requested by the young adult or member of the young adult's resource/support network if area(s) of the plan need to be modified to maintain stability for the young adult in the THP-Plus program.

38. Encourage and assist young adult participants by supporting ongoing positive relationships with family, friends, and significant adults in their lives as well as encourage the development of new meaningful relationships.
39. Provide parenting young adult assistance through referrals or provisions not limited to childcare and parenting classes.
40. Report all critical/special incidents immediately by telephone to the County ILP Coordinator or CFS designee during regular business hours and follow up with a written Incident Report within forty-eight (48) hours. The Child and Adult Abuse Hotline (CAAHL), (800) 827-8724, must be contacted for reporting critical/special incidents after regular business hours.
41. Notify the County ILP Coordinator and/or CFS designee of all other noncritical concerns, issues, and changes pertaining to the young adult and/or the host family within two (2) business days.
42. Provide mobile/field case management services to ensure services are proactively taken to the young adults. Contractor will ensure that young adults are given a choice regarding what services are necessary to meet the goals and objectives of the STEP-TILP.
43. Establish a Federal Deposit Insurance Corporation (FDIC) insured Interest Bearing Trust Account in the name of each young adult. Contractor shall deposit the sum of \$75 per month, young adult's contributions toward rent, and any transition funds in each young adult's trust account to be utilized as an exit fund and made available to the young adult within thirty (30) calendar days of exit from the THP-Plus program, or immediately should the Contract be terminated. Funds from this account must not be withdrawn prior to exiting or used to offset expenses or damages without prior written approval from the County.
44. Contribute \$50 per month to the young adult's graduation fund in the young adult's FDIC insured Interest Bearing Trust Account. These funds must be made available to the young adult within thirty (30) calendar days of exit from the THP-Plus program, or immediately should the Contract be terminated. Funds from this account must not be withdrawn prior to exiting or used to offset expenses or damages without prior written approval from the County.
45. Ensure young adults are familiarized with budgeting and expenses relative to living independently; this includes creating a personal checking and/or savings account. Contractor staff will coach/mentor young adults in the development of budgets, contingency/emergency fund, protecting and repairing credit, and the establishment of necessities such as utilities, telephone, transportation, food, etc.
46. Provide each young adult with an allowance and transportation provision as indicated on his/her THP-Plus Provider Plan Budget Worksheet (Attachment B). The transportation allocation may be used for any mode of transport including bicycling, public transportation, or automobile ownership. Transportation assistance is also provided by the Case Manager, if necessary, to medical appointments, grocery shopping, interviews, etc. A copy of the Worksheet shall be filed in the young adult's case file.
47. Ensure young adults are aware of public benefit programs (e.g., Social Security).
48. Provide THP-Plus young adult participants, including those exiting the program, with moving assistance to include furnishings, security deposit assistance, utility deposits, and moving and storage assistance.

49. Have staff work with young adults to maintain their Medi-Cal or access other health insurance plans through employment or school.
50. Not discriminate against young adults due to race, gender, sexual orientation, religion, and/or disability.
51. Provide services to the young adult in the manner, which includes, but is not limited to, the appropriate language, cultural sensitivity, and diverse communities/population. Contractor will recruit, hire, and maintain staff that can provide culturally competent services to the diverse population. Efforts made in the recruitment and hiring practices for cultural competency and personnel training must be documented.
52. Ensure young adults are free from arbitrary or capricious rules, and the rules shall be agreed upon in writing.
53. Adhere to strict confidentiality policies, including the dissemination and recording of identifiable information. No information will be released without the explicit written permission of the young adult. A copy of this written permission must be kept in the young adult's case file.
54. Honor the young adult's right to privacy. Only information necessary for the provision of services will be requested. Personally Identifiable Information will not be requested unless its pertinence to the provision of services can be documented. Verification of this documentation will be kept in the young adult's case file.
55. Provide young adults with as much freedom as possible to support their preparations for self-sufficiency.
56. Ensure services for the young adult are not discontinued without due process.
57. Ensure all young adults are provided with a Complaint and Grievance Procedures (Attachment C) and that a signed copy is kept in the young adult's case file.
58. Maintain an individual case file reflecting a current, complete, and correct record of contacts and services for each THP-Plus young adult. The case file is to be kept in a secure location to protect the young adult's confidentiality and Personally Identifiable Information. The young adults' case files shall include, but are not limited to:
 - a. Copy of the initial referral (email, fax, form, etc.)
 - b. THP-Plus Young Adult Monthly Services Chart (Attachment A)
 - c. Release of information forms
 - d. Intervention Plans
 - e. THP-Plus Provider Plan Budget Worksheet (Attachment B)
 - f. Signed (by young adult) receipts for monetary services (i.e., monthly allowance, transportation, education, and/or employment expenses, rent, utilities, etc.)
 - g. STEP-TILP, original and all subsequent updated versions
 - h. Walk-through form signed by young adult and staff
 - i. Copy of lease and utilities
 - j. Graduated payment schedule for rent and utilities
 - k. Employment and education information
 - l. Copy of young adults Federal Deposit Insurance Corporation savings account information
 - m. Exit fund deposit verification
 - n. Case management services documentation narratives

- o. Documentation of any additional supportive services
 - p. Copy of any educational transcripts, resumes, and certificates
 - q. Verification of community resource referrals
 - r. Human Services Complaint and Grievance Procedures signed by young adult (Attachment C).
59. Only place new participants into open slots upon County approval.
60. Utilize the THP-Plus Program Structure developed in collaboration with CFS. No changes or updates shall be made to the structure without CFS approval.
61. Enter relevant data into the John Burton Foundation database.
62. Enter John Burton Foundation related data into the ETO system provided by the County.
63. Upon request, collaborate with CFS to provide enhanced THP-Plus services as outlined in the Youth Villages LifeSet grant program.
64. Initiate an internal corrective action plan with the young adult, if appropriate. If the young adult does not comply with the internal plan and is at risk of discharge from the program the Contractor will follow the steps listed in Section II, Paragraph C.
65. When the young adult is at-risk of discharge from the program:
- a. Contact the appropriate Department (Children and Family Services, Department of Behavioral Health, or the Probation Department) to provide supportive intervention while the Contractor develops a corrective action plan for the young adult when it is determined that a young adult is at risk of discharge from the program.
 - 1) Contractor Program Supervisor will meet with the young adult to discuss issues that have caused them to be at risk of discharge and develop a corrective action plan with a timeline for completion. Any corrective action plan will be developed with a trauma-informed approach. The young adult shall be permitted to invite a member(s) of their support system to attend.
 - 2) All parties present will sign the corrective action plan and the Contractor will set a date for review (within 30 days).
 - 3) In collaboration with the Contractor, a Department ILP Peer and Family Assistant (PFA) will meet with the young adult to discuss issues that have caused them to be at risk of discharge and encourage the young adult to comply with the corrective action plan.
 - b. Review the young adult's progress and compliance with the corrective action plan.
 - 1) If the young adult is in compliance with the corrective action plan, and all parties agree, then the Contractor may release the participant from the corrective action plan.
 - 2) If the young adult is not in compliance with the corrective action plan, then the matter may be sent to the Review Panel. At this time, the Contractor and the young adult will need to develop a discharge plan which addresses housing, savings, community resources, and other areas that will assist in a successful transition from the program should the decision be made that the participant will be discharged.
 - c. Send the corrective action plan and review status to the Review Panel when the participant shows no progress towards meeting goals set in the corrective action plan and remains out of compliance for at least thirty (30) days following the original intervention.

- 1) The Review Panel shall be made up of representation from CFS, Department of Behavioral Health (DBH), Probation, a former THP-Plus Participant, the Contractor, and (if applicable) a member of the young adult's support system.
 - 2) In order to proceed with the review, there must be at least three (3) reviewers on the panel.
 - 3) The panel will review the status of the corrective action plan and make recommendations as to whether it is appropriate to discharge the young adult or extend the corrective action plan.
 - 4) If the Review Panel decides that further intervention is needed, then a new timeline must be determined, and the appropriate Department must commit to provide support to the young adult at-risk.
- d. Discharge young adults upon the recommendation of the Review Panel and immediately implement the discharge plan. Young adults who do not participate in the additional supports provided by the Department or continue to be non-compliant or show no progress for at least thirty (30) days following the Review Panel's recommendation for further support shall be discharged by the Contractor. Written documentation of the discharge plan must be provided to the ILP coordinator or CFS designee.
- e. Discharge young adults from the program who are involved in any dangerous behaviors, commit threats or acts of violence, or any act that places themselves or others at risk or immediate danger with written notification to the ILP Coordinator or CFS designee within twenty-four (24) hours of the decision.
- A written letter informing the young adult that he/she have the right to re-apply to THP-Plus six (6) months from the termination date and documentation of the decision must be given to the young adult, host family, if applicable, and the County ILP Coordinator or CFS designee, and placed in the young adult's file.
66. Provide exit planning for the young adults who have completed twenty-four (24) months or thirty-six (36) months of the program, aged out or opted out to ensure that they have clean, safe and affordable housing at the time of exit. Six (6) months prior to exiting, Contractor will develop a plan with the young adult for housing upon exit. This may include a joint search of housing with the young adult, budgeting, moving, securing any required deposits, furnishings, utility startups, etc. The exiting young adult will be given a letter stating how much time they have spent in the program and how much time they have left over if they should decide to re-apply. The letter will be signed by the Contractor and placed in their case file, and a copy is to be provided to the County ILP Coordinator.
67. Contractor shall submit requests for program extension to thirty-six (36) months due to school enrollment three (3) months prior to the young adult's exit date. Transcripts will be required to verify enrollment.
68. At the point of exiting, prepare a full accounting of any emancipation funds, individual and joint savings accounts, utility deposits, security deposits, incentives, contingency funds, and supporting documents including bank statements for the young adult, so that they have a clear picture of their financial status for planning purposes. All transfers of these funds will be made to the young adult within thirty (30) calendar days of their exiting. The Contractor may submit extensive damage cost to the County to determine if the exit funds may be reduced to recover expenses. Withdrawal of funds prior to exiting must be approved by the CFS supervisor and/or manager. A copy of the transaction will be given to the young adult, County ILP Coordinator or ILP Supervisor, and the young adult's case file.

69. Maintain a copy of their Policy and Procedure Manual at their Administrative site, and a copy will be provided to each of the Contractor's staff that works with County young adults. This manual shall include policies and procedures, including, but not limited to:
 - a. Intake procedures
 - b. Employment/employment training requirements
 - c. Education requirements
 - d. Savings requirements
 - e. Personal safety
 - f. Visitors
 - g. Emergencies
 - h. Medical requirements
 - i. Disciplinary measures
 - j. Child Care
 - k. Pregnancy
 - l. Parenting
 - m. Curfew
 - n. Household cleanliness
 - o. Use of utilities and telephone
 - p. Budgeting
 - q. Care of furnishings
 - r. Household decorations
 - s. Cars
 - t. Lending or Borrowing Money
 - u. Unauthorized Purchases
 - v. Dating
 - w. Process for addressing non-compliance with program and service contract violations
 - x. Causation for Intervention Plan
 - y. Grounds for termination from the program
70. Participate in meetings that include, but are not limited to, Community Colleges Advisory Board, Monthly ILP Task Force, Foster Youth Advisory Council, CFS Semi-Annual Contractors' Meeting, and THP-Plus Provider Monthly Meeting. Contractor shall also provide countywide and regional presentations upon request.
71. Meet the following compliance reports and certification requirements:
 - a. Utilize the John Burton website to prepare reports, which shall include, but are not limited to, Entrance Report, Quarterly Update Report, Exit Report, and Six (6) Month Follow-up Report. Reports may be generated at <https://www.ibaforyouth.org/thp-participant-tracking-systems/>. These reports will be submitted to the County ILP Coordinator or County designee.
 - b. Provide Monthly Outcome Reports, Monthly Progress Reports for each young adult, in scattered-sites and Host Family Model homes, to the County ILP

Coordinator, and any other information relative to the program that the State may request.

- c. Elicit service information from young adult participants through bi-annual surveys to be sent via mail with a self-addressed stamped envelope. The first survey shall be conducted in December 2020 and shall occur every six (6) months thereafter.
- d. Provide individual bank statements for each young adult participant and disbursement documentation for funds for any exiting young adult participants.
- e. Provide monthly invoice in a format approved by County by the tenth (10th) of each month following the month of service to:

County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- f. Provide the County with a Provider Plan and Budget by January 15th of each year. The Provider Plan will include all policies and procedures that demonstrate compliance with the State, applicable provisions of WIC 16522, Health and Safety Code 1559.110, and Manual of Policies and Procedures 30-920, and must align with the requirements of the Contract. Should a conflict arise between the Contract and the Provider Plan, the Contract will supersede the Provider Plan.
- g. Meet the certification requirements of the County.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list,

Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.
- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Y of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles, and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, but cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on the Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Contractor shall ensure that all staff, volunteers, and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.

1. Read, understand, and comply with the Privacy and Security Requirements Summary.
 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected, or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPPrivacySecurityOfficer@hss.sbcounty.gov.
- R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- S. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- T. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- U. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

- V. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern, or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- W. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol, consume alcohol, possess, or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes, or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful, and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- X. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

- Y. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
 3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
 4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
 6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
 7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."
 8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
 9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not

replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition, thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Premises operations and mobile equipment.

- 1) Premises operations and mobile equipment.

- 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse, and underground hazards.
 - 5) Personal injury.
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.
- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- Z. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules, or regulations relating to its duties, obligations, and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- AA. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

- BB. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development, and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit a completed Assurance of Compliance form (Attachment D) and its agency's Civil Rights Plan annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- CC. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- DD. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- EE. If the amount available to Contractor under this Contract, as specified in *Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- FF. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The county requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally

preferable goods used in the provision of Services to the County, utilizing a County approved form.

- GG. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- HH. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services, being performed under this Contract and payment for such services will not be the responsibility of the County.
- II. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Vendor's relationship with County shall not be made or used without prior written approval of the CFS Director or their designee.
- JJ. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Provide Contractor with a referral that includes the most recent address and telephone number for each participant referred.
- B. Confirm the young adult's eligibility for the THP-Plus program.
- C. Provide referrals to Contractor.
- D. Participate in the THP-Plus application interview.
- E. Provide the Health and Educational Passport to the Contractor after the young adult has been accepted into the program.
- F. Certify the Contractor's THP-Plus program.
- G. Provide consultation and technical assistance in implementing the terms of the Contract.
- H. Participate in interventions.
- I. Investigate complaints and concerns regarding program.
- J. Monitor program, fiscal, and contract compliance.
- K. Facilitate appropriate meetings to discuss service delivery.

- L. Provide an ILP representative to notify and assist potential THP-Plus participants with the application process.
- M. Review extensive damage cost submitted by the Contractor and determine if the exit funds may be reduced to recover expenses.

V. FISCAL PROVISIONS

- A. The maximum amount under this Contract shall not exceed \$2,775,000, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment of all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be paid under a fee-for-service method at the rate of \$2,581.44 per month, prorated, for the Scattered-site Model and \$2,221.66 per month, prorated, for the Host Family Model. Contractor is paid for the day the young adult enters the program but not the day out. Contractor is required to submit a monthly placement report along with the invoice. Monthly invoices shall be submitted by the tenth (10th) of each month following the month of service.
- C. Contractor shall submit invoices to the County by the tenth (10th) calendar day of each month following the month of service. Invoices shall be sent to:

County of San Bernardino
Human Services Administration
150 S. Lena Road
San Bernardino, CA 92415-0515
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Contractor shall deposit transition and graduation funds into the interest bearing trust account of each young adult named on the list provided by the County. Contractor understands that the transition and graduation funds are a one-time payment to be distributed to the young adults specifically indicated by the County at the amounts assigned to each.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services

provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

- C. Contractor shall cooperate with County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8 for further information.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any

manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 1, 2020 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: ASPIRAnet
720 East Carnegie Drive, Suite 250
San Bernardino, CA 92408

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer,

employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be

enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- M. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- N. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.

XI. CONCLUSION


- A. This Contract, consisting of thirty (30) pages and Attachments A, B, C, and D, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agree to promptly execute and deliver to the other party an original signed Contract upon request.
- D. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO



 Curt Hagman, Chairman, Board of Directors

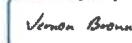
Dated: MAY 19 2020
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By  _____
 Lynna Monell
 Clerk of the Board of Supervisors of the County of San Bernardino
 Deputy



ASPIRAnet

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:


 (Authorized signature - sign in blue ink)

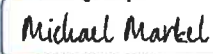
Name Vernon Brown
 (Print or type name of person signing contract)

Title Chief Executive Officer
 (Print or Type)

Dated: April 21, 2020

Address 720 East Carnegie Drive, Suite 250
San Bernardino, CA 92408

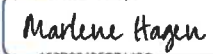
FOR COUNTY USE ONLY

Approved as to Legal Form
 DocuSigned by:


 Michael Markel, Principal County Counsel
 Date April 22, 2020

Reviewed for Contract Compliance
 DocuSigned by:


 Jennifer Mulhall-Daudel, HS Contracts Unit
 Date April 22, 2020

Reviewed/Approved by Department
 DocuSigned by:


 Marlene Hagen, Director
 Date April 23, 2020

ATTACHMENT A
County of San Bernardino Human Services

THP-PLUS YOUNG ADULT MONTHLY SERVICES CHART

YOUNG ADULT NAME: _____ PRIMARY LANGUAGE _____
 YOUNG ADULT ADDRESS: _____
 TOTAL APARTMENT RENT: \$ _____ YOUNG ADULT RENT SHARE: \$ _____
 MONTH/YEAR: _____ SAVINGS TL: \$ _____ EMANCIPATION FUND TL: \$ _____
 ENTRY DATE: _____ EXIT DATE: _____

STAFF MAY INITIAL FOLLOWING SERVICE DELIVERY AND PRINT NAME AT BOTTOM OF FORM

DAY	STEP-TILP, Initial, Semi-Annual, Review	Medi-Cal/Health Insurance Eligibility Verified	Public Assistance Advocacy	Tenant's Rights provided/Young Adult contract	Rent paid by Provider	Rent Paid by Young Adult	One to one Case Manager and Young Adult	STEP-TILP conference/review/ <small>Group, Conference</small>	Family Pregnancy reported/new baby/Family planning/ <small>Childcare/Garantion Class</small>	Utilities Paid	Roommate mediation	Employment Specialist support	Family Finding/Family Search & Engagement	Computer literacy services	County ILP Contract	Hot Line or Emergency services request	Individual and/or Group Therapy	Educational Advocacy/Educational Specialist	HS Diploma, Proficiency or GED Received	Post HS Education Assistance	Job Readiness, training and/or support services	Mentoring/Resource referral	Food and personal necessities allowance provided	Additional apartment furnishings provided	Exit housing search and services	Deposit to Young Adult savings account	Emancipation fund deposit	Life skills training	Alumni services	Transportation assistance	Young Adult maintenance request/service performed
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AN EXPLANATION OF SERVICES SHALL BE DOCUMENTED IN EACH YOUNG ADULT CASE FILE.

PRINTED STAFF NAME: _____
 PRINTED STAFF NAME: _____
 PRINTED STAFF NAME: _____

ATTACHMENT B
 County of San Bernardino Human Services
THP-PLUS PROVIDER PLAN BUDGET WORKSHEET

		Monthly Expenses
Maintenance Cost: Youth Allowance	Transportation	\$
	Food, Cleaning Supplies	\$
	Recreation	\$
	Clothing	\$
	Allowance/Savings/Emancipation Fund	\$
	Telephone	\$
	Miscellaneous	\$
		\$
Maintenance Cost: Housing Expenses	Utilities (trash, electricity, etc.)	\$
	Rent	\$
		\$
Subtotal Maintenance Cost:		\$
Admin. Costs	Administrative Costs	\$
	THP-Plus Staff Support	\$
	Staff Development	\$
		\$
Subtotal Admin Cost:		\$
Total Budget per Youth (Monthly Base Rate)	Add Maintenance & Admin. costs	\$



COMPLAINT AND GRIEVANCE PROCEDURES

Instructions: The CUSTOMER is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Two.

STEP TWO

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Three.

STEP THREE

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit
ATTN: Program Specialist
825 East Hospitality Lane, Second Floor
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Four.

STEP FOUR

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Services Division, Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

NOTE: Each of these steps must be completed in the sequence shown.

..... **Detach Here**

COMPLAINT AND GRIEVANCE PROCEDURES CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

SIGNATURE

DATE



COMPLAINT AND GRIEVANCE PROCEDURES

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance

The following procedures are to be followed when filing a complaint or grievance.

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- If no answer or resolution within 10 calendar days, proceed to Step Two.

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You will be contacted within 10 calendar days if you have provided contact information.

NOTE: Each of these steps must be completed in the sequence shown.

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ORGANIZATION