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SAN BERNARDINO COUNTY

Contract Number
20-287 A-3

SAP Number
4400013931

Children and Family Services

Department Contract Representative	Kris Bussard
Telephone Number	909-386-8395
Contractor	Aspiranet
Contractor Representative	Tara Juniel-Fuller
Telephone Number	(909) 890-9022
Contract Term	07/01/2020 through 06/30/2024
Original Contract Amount	$3,200,000
Amendment Amount	$1,200,000
Total Contract Amount	$4,400,000
Cost Center	5017031000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3:

It is hereby agreed to amend Contract No. 20-287, effective immediately upon execution, as follows:

SECTION I. DEFINITIONS

Amend Section I., Paragraphs P, R, and S to read as follows:

P. Transitional Independent Living Plan (TILP) – 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 25 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 TILP upon issuance. The TILP is generally revised semi-annually.

R. Transitional Housing – Requires tenants to move out when the thirty-six (36) month program is complete or at age 25, whichever comes first (young adult must be working on their TILP). 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 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 thirty-six (36) months. The young adult is expected to be actively working on their TILP. 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.

Add Section I., Paragraphs V, W, and X to read as follows:

V. California Youth Connections – A non-profit organization which promotes the participation of foster youth in policy development and legislative change to improve the foster care system.

W. Contract – The formal agreement between the County and the Contractor.

X. Services – The required duties described in this Contract.

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend Section II., Paragraph A, Numbers 1, 5, 17, 18, 19, 21, 28, 29, 42, 58, 66, and 68 to read as follows:

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 25 years of age for up to thirty-six (36) months. The young adult must be actively working on their TILP. THP-Plus services shall be provided in the Central/Eastern, North Desert, and Western regions of San Bernardino County.

5. Maintain a waitlist of eligible young adults for immediate occupancy when housing becomes available. The Contractor agrees that there should be no more than 8 youths on the waitlist at any given time. If the waitlist exceeds this number, the contractor will provide housing within a reasonable time frame if existing funding will cover the associated costs.

   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.

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 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 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 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 TILP conference no later than three (3) weeks from the time the young adult moves into his/her new home. The initial 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 TILP will be reviewed with them to assist them in reaching their objectives. Contractor shall provide copies of the TILP to the young adult and retain a copy in the young adult's case file. 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.

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 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.

28. Assist the young adults with identifying and utilizing appropriate community resources necessary for successful transition to independent living over the thirty-six (36) month period.

29. Educate young adults about alumni services, including information about California Youth Connections, support groups, annual reunions for round table discussions, and completion of the John Burton Foundation report.

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 TILP.

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. Original TILP 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).

66. Provide exit planning for the young adults who have completed 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.

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 understanding 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 placed in the young adult's case file.

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Amend Section III., Paragraph A to read as follows:

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 San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Subpart 9.4. By signing this Contract, Contractor certifies that it and its principals:

1. Are not 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.

Add Section III., Paragraph LL to read as follows:

LL. **Executive Order N-6-22 Russian Sanctions –** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

SECTION V. FISCAL PROVISIONS

Amend Section V., Paragraphs A and B to read as follows:

A. The maximum amount under this Contract shall not exceed $4,400,000 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 $2,900.00 per month, prorated, for the Scattered-site Model and $2,500.00 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.

SECTION VIII. TERM

Amend Section VIII. to read as follows:

This Contract is effective as of July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties.



All other terms and conditions of Contract No. 20-287 remain in full force and effect.

This Amendment 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 Amendment (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 agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 09 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____ Deputy

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

By ► Vernon Brown
DocuSigned by:
66ACD[redacted]
(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 27, 2023

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

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Kaleigh Ragon	► Patty Steven	► Jeany Zepeda
Kaleigh Ragon, Deputy County Counsel	Patty Steven, Contracts Manager	Jeany Zepeda, Director
Date April 27, 2023	Date May 1, 2023	Date April 27, 2023