

AGREEMENT

This Service Agreement ("Agreement") is dated February 20, 2024, and is between Aspiranet, Inc., a California non-profit corporation("Subrecipient"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Social Services (DSS), is in need of Transitional Housing Program Plus (THP+) supportive services and Family Unification Program (FUP) case management services; and

B. Subrecipient is willing and able to provide Transitional Housing Program Plus (THP+) supportive services and Family Unification Program (FUP) case management services needed by County, pursuant to the terms of this Agreement; and

The parties therefore agree as follows:

Article 1

Subrecipient's Services

1.1 **Scope of Services.** The Subrecipient shall perform all of the services provided in Exhibit A to this Agreement, titled "Summary of Services."

1.2 **Representation.** The Subrecipient represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Records.**

(A) Record Establishment and Maintenance

SUBRECIPIENT shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement. SUBRECIPIENT shall retain all fiscal books and account records for services performed under this Agreement for at least five (5) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

(B) Cost Documentation

1) SUBRECIPIENT shall submit to COUNTY within ten (10) calendar days

1 following the end of each invoiced month, all fiscal and program reports for that
2 invoiced month. SUBRECIPIENT shall also furnish to COUNTY such statements,
3 records, data and information as COUNTY may request pertaining to matters
4 covered by this Agreement. In the event that SUBRECIPIENT fail to provide reports
5 as provided herein, it shall be deemed sufficient cause for COUNTY to withhold
6 payments until compliance is established.

7 2) COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any
8 potential State or Federal audit exception discovered during an examination. Where
9 findings indicate that program requirements are not being met and State or Federal
10 participation in this program may be imperiled in the event that corrections are not
11 accomplished by SUBRECIPIENT within thirty (30) days of receipt of such notice
12 from COUNTY, written notification thereof shall constitute COUNTY'S intent to
13 terminate this Agreement.

14 (C) Service Documentation

15 SUBRECIPIENT agree to maintain records to verify services under this Agreement
16 including names and addresses of clients served, if applicable, and the dates of service
17 and a description of services provided on each occasion. These records and any other
18 documents pertaining in whole or in part to this Agreement shall be clearly identified and
19 readily accessible.

20 **Article 2**

21 **Reporting**

22 2.1 **Reports.** Subrecipient shall also furnish to County such statements, records, reports,
23 data, and other information as County may request pertaining to matters covered by this
24 Agreement. In the event that Subrecipient fails to provide such reports or other information
25 required hereunder, it shall be deemed sufficient cause for County to withhold payments until
26 there is compliance. In addition, Subrecipient shall provide written notification and explanation
27 to County within five (5) days of any funds received from another source to conduct the same
28 services covered by this Agreement.

2.2 **Monitoring.** Subrecipient agrees to extend to County's staff, County's DSS, or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Subrecipient's programs, in order to ensure compliance with the terms and conditions of this Agreement.

Article 3

County's Responsibilities

3.1 The County shall provide oversight and collaborate with Subrecipient, other County Departments, and community agencies to help achieve program goals and outcomes. County shall participate in evaluating the progress of the overall program, and the efficiency of collaboration with the Subrecipient staff and will be available to Subrecipient for ongoing consultation.

County shall receive and analyze statistical outcome data from Subrecipient throughout the term of contract, on a monthly basis or as County deems necessary. County shall notify the Subrecipient when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, persons served, staff surveys, and other methods of obtaining required information.

Article 4

Compensation, Invoices, and Payments

4.1 Total Maximum Compensation. For actual services provided pursuant to the terms of this Agreement, County agrees to pay Subrecipient and Subrecipient agrees to receive compensation in accordance with the Exhibit B, Budget Summary.

In no event shall compensation paid for services performed under this Agreement be in excess of One Million, One-Hundred Fifteen Thousand, One-Hundred and Forty and No/100 dollars (\$1,115,140) during the term of this Agreement.

It is understood that all expenses incidental to Subrecipient's performance of services under this Agreement shall be borne by Subrecipient. If Subrecipient should fail to comply with any provision of the Agreement, County shall be relieved of its obligation for further compensation. Any compensation which is not expended by Subrecipient pursuant to the terms

1 and conditions of this Agreement shall automatically revert to County.

2 Subrecipient acknowledges that County is a local government entity and does so with
3 notice that the County's powers are limited by the California Constitution and by State law, and
4 with notice that Subrecipient may receive compensation under this Agreement only for services
5 performed according to the terms of this Agreement and while this Agreement is in effect, and
6 subject to the maximum amount payable under this section. Subrecipient further acknowledges
7 that County's employees have no authority to pay Subrecipient except as expressly provided in
8 this Agreement.

9 The services provided by the Subrecipient under this Agreement are funded in whole or
10 in part by the State of California and the United States Federal government. In the event that
11 funding for these services is delayed by the State Controller or the Federal government, County
12 may defer payment to Subrecipient. The amount of the deferred payment shall not exceed the
13 amount of funding delayed to the County. The period of time of the deferral by County shall not
14 exceed the period of time of the State Controller's or Federal government's delay of payment to
15 County plus forty-five (45) days.

16 4.2 **Invoices.** Subrecipient shall invoice County's DSS in arrears by the tenth (10th) of
17 invoiced month for expenditures incurred and services rendered in the invoiced month to:
18 DSSInvoices@fresnocountyca.gov with a copy to the assigned County's DSS Staff Analyst. An
19 activity report shall accompany the invoice, reflecting services supported by the invoiced
20 expenditures and be in a form and in such detail as acceptable to the County's DSS.

21 At the discretion of County's DSS Director or designee, if an invoice is incorrect or is
22 otherwise not in proper form or detail, County's DSS Director or designee shall have the right to
23 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)
24 days prior written notice or email correspondence to Subrecipient. Subrecipient agrees to
25 continue to provide services for a period of ninety (90) days after written or email notification of
26 an incorrect or improper invoice. If after the ninety (90) day period the invoice has still not been
27 corrected to County's DSS satisfaction, County or COUNTY's DSS Director or designee may
28 elect to terminate this Agreement, pursuant to the termination provisions stated in Article Seven

(7) of this Agreement.

4.3 **Payment.** Payments shall be made by County to Subrecipient in arrears, for services provided during the preceding invoiced month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Subrecipient within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by County on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by Subrecipient pursuant to the terms and conditions of this Agreement shall automatically revert to County.

4.4 **Incidental Expenses.** The Subrecipient is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement. If Subrecipient fails to comply with any provision of this Agreement, County shall be relieved of its obligation for further compensation.

4.5 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of the Agreement.

Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

In the event that funding for these services is delayed by the State Controller, County may defer payments to Subrecipient. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the County. The period of time of the deferral by County shall not exceed the period of time of the State Controller's delay of payment to County plus forty-five (45) days.

4.6 **Additional Financial Requirements.** County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Subrecipient must comply with the False Claims Act employee training and policy

requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

Subrecipient agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

Subrecipient must maintain financial records for a minimum period of ten (10) years or until any dispute, audit or inspection is resolved, whichever is later. Subrecipient will be responsible for any disallowances related to inadequate documentation.

4.7 Subrecipient Prohibited from Redirection of Contracted Funds. Subrecipient may not redirect or transfer funds from one funded program to another funded program under which Subrecipient provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

Subrecipient may not charge services delivered to an eligible person served under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

4.8 Financial Audit Report Requirements for Pass-Through Entities. If County determines that Subrecipient is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Subrecipient represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Subrecipient shall observe and comply with all applicable financial audit report requirements and standards.

1 Financial audit reports must contain a separate schedule that identifies all funds included
2 in the audit that are received from or passed through the County. County programs must be
3 identified by Agreement number, Agreement amount, Agreement period, and the amount
4 expended during the fiscal year by funding source.

5 Subrecipient will provide a financial audit report including all attachments to the report
6 and the management letter and corresponding response within six months of the end of the
7 audit year to the County's DSS Director, or designees. The County's DSS Director, or
8 designees is responsible for providing the audit report to the County Auditor.

9 Subrecipient must submit any required corrective action plan to the County
10 simultaneously with the audit report or as soon thereafter as it is available. The County shall
11 monitor implementation of the corrective action plan as it pertains to services provided pursuant
12 to this Agreement.

13 **Article 5**

14 **Term of Agreement**

15 5.1 **Term.** This Agreement shall be effective from March 1, 2024 through December 31,
16 2024 except as provided in Article 7, "Termination and Suspension," below.

17 **Article 6**

18 **Notices**

19 6.1 **Contact Information.** The persons and their addresses having authority to give and
20 receive notices provided for or permitted under this Agreement include the following:

21 **For the County:**

22 Director
23 County of Fresno
24 Department of Social Services
25 205 W. Pontiac Way
26 Clovis, CA 93612

27 **For the Subrecipient:**

28 Executive Director
Aspiranet, Inc.
1320 E. Shaw Avenue Suite 140
Fresno, CA 97310

6.2 **Change of Contact Information.** Either party may change the information in section

6.1 by giving notice as provided in section 6.3.

6.3 Method of Delivery. Each notice between the County and the Subrecipient provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one (1) County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

6.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

6.5 Change of Leadership/Management. In the event of any change in the status of Subrecipient's leadership or management, Subrecipient shall provide written notice to County within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name and address. "Leadership or management" shall include any employee, member, or owner of Subrecipient who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over Subrecipient's finances.

6.6 Subrecipient's Name Change. An amendment, assignment, or new agreement is required to change the name of Subrecipient as listed on this Agreement. Upon receipt of legal documentation of the name change County will process the agreement. Payment of invoices

presented with a new name cannot be paid prior to approval of said agreement.

Article 7

Termination and Suspension

7.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least thirty (30) days' advance written notice to the Subrecipient, may:

(A) Modify the services provided by the Subrecipient under this Agreement; or

(B) Terminate this Agreement.

7.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Subrecipient. The written notice may suspend performance under this Agreement and must provide at least thirty (30) days for the Subrecipient to cure the breach.

(B) If the Subrecipient fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Subrecipient has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

(D) In no event shall any payment by the County constitute a waiver by the County of any breach of this Agreement or any default which may then exist on the part of the Subrecipient. Neither shall such payment impair or prejudice any remedy available to the County with respect to the breach or default.

7.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least thirty (30) days advance written notice

to the Subrecipient.

7.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 7 is without penalty to or further obligation of the County.

7.5 County's Rights upon Termination. The County shall have the right to demand of the Subrecipient the repayment to the County of any funds disbursed to the Subrecipient under this Agreement, which in the judgment of the County were not expended in accordance with the terms of this Agreement. The Subrecipient shall promptly refund any such funds upon demand.

Article 8

Independent Contractor

8.1 **Status.** In performing under this Agreement, the Subrecipient, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Subrecipient's performance under this Agreement, but the County may verify that the Subrecipient is performing according to the terms of this Agreement.

8.3 **Benefits.** Because of its status as an independent contractor, the Subrecipient has no right to employment rights or benefits available to County employees. The Subrecipient is solely responsible for providing to its own employees all employee benefits required by law. The Subrecipient shall save the County harmless from all matters relating to the payment of Subrecipient's employees, including compliance with Social Security withholding and all related regulations.

8.4 **Operating Costs.** Subrecipient shall provide all personnel, supplies, and operating expenses of any kind required for the performance of this Agreement.

8.5 **Additional Responsibilities.** The parties acknowledge that, during the term of this Agreement, the Subrecipient will be performing hiring, training, and credentialing of staff, and County will be performing additional staff credentialing to ensure compliance with State and Federal regulations.

8.6 **Subcontracts.** Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any transferee, assignee or subrecipient will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. Subrecipient shall be held primarily responsible by County for the performance of any transferee, assignee or subrecipient unless otherwise expressly agreed to in writing by County. The use of subrecipient by Subrecipient shall not entitle Subrecipient to any additional compensation than is provided for under this Agreement.

Article 9

Indemnity and Defense

9.1 **Indemnity.** Subrecipient agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and volunteers from any and all demands, injuries, damages, costs, and expenses (including attorney's fees and costs), damages, fines, penalties, liabilities, claims, and losses of any kind occurring or resulting to County, Subrecipient, or any third party that arise from or relate to the performance, or failure to perform, by Subrecipient, its officers, agents, or employees, or subrecipients under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Subrecipient, its officers, agents, or employees under this Agreement. County may conduct or participate in its own defense without affecting Subrecipient's obligation to indemnify and hold harmless or defend the County.

9.2 Survival. This Article 9 survives the termination of this Agreement.

Article 10

Insurance

10.1 Without limiting the County's right to obtain indemnification from Subrecipient or any third parties, Subrecipient, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an

1 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
2 Agreement:

3 (A) Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million
5 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
6 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may
7 require specific coverages including completed operations, products liability, contractual
8 liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
9 deemed necessary because of the nature of this contract.

10 (B) Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits of not less than One Million
12 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
13 should include any auto used in connection with this Agreement, including both owned and
14 non-owned vehicles.

15 (C) Professional Liability

16 If Subrecipient employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
17 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
18 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
19 annual aggregate. SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full
20 force and effect for a period of three (3) years following the termination of this Agreement,
21 one or more policies of professional liability insurance with limits of coverage as specified
22 herein.

23 (D) Worker's Compensation

24 A policy of Worker's Compensation insurance as may be required by the California
25 Labor Code.

26 (E) Molestation
27
28

1 Sexual abuse / molestation liability insurance with limits of not less than One Million
2 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual
3 aggregate. This policy shall be issued on a per occurrence basis.

4 (F) Additional Requirements Relating to Insurance

5 Subrecipient shall obtain endorsements to the Commercial General Liability
6 insurance naming the County of Fresno, its officers, agents, and employees, individually
7 and collectively, as additional insured, but only insofar as the operations under this
8 Agreement are concerned. Such coverage for additional insured shall apply as primary
9 insurance and any other insurance, or self-insurance, maintained by County, its officers,
10 agents, and employees shall be excess only and not contributing with insurance
11 provided under Subrecipient's policies herein. This insurance shall not be cancelled or
12 changed without a minimum of thirty (30) days advance written notice given to County.

13 Subrecipient hereby waives its right to recover from County, its officers, agents, and
14 employees any amounts paid by the policy of worker's compensation insurance required by this
15 Agreement. Subrecipient is solely responsible to obtain any endorsement to such policy that
16 may be necessary to accomplish such waiver of subrogation, but Subrecipient's waiver of
17 subrogation under this paragraph is effective whether or not Subrecipient obtains such an
18 endorsement.

19 Within Thirty (30) days from the date Subrecipient signs and executes this Agreement,
20 Subrecipient shall provide certificates of insurance and endorsement as stated above for all of
21 the foregoing policies, as required herein, to the County of Fresno,
22 DSSContractInsurance@fresnocountyca.gov, Attention: Contract Analyst, stating that such
23 insurance coverage have been obtained and are in full force; that the County of Fresno, its
24 officers, agents and employees will not be responsible for any premiums on the policies; that for
25 such worker's compensation insurance the Subrecipient has waived its right to recover from the
26 County, its officers, agents, and employees any amounts paid under the insurance policy and
27 that waiver does not invalidate the insurance policy; that such Commercial General Liability
28 insurance names the County of Fresno, its officers, agents and employees, individually and

collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Subrecipient's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

Article 11

Inspections, Audits, and Public Records

11.1 Audits and Inspections. The Subrecipient shall at any time during business hours, and as often as the County may deem necessary, make available to the County for examination all of its records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Subrecipient shall, upon request by the County, permit the County to audit and inspect all of such records and data necessary to ensure Subrecipient's compliance with the terms of this Agreement.

In addition, Subrecipient shall cooperate and participate with County's fiscal review process and comply with all final determinations rendered by the County's fiscal review process. If County reaches an adverse decision regarding Subrecipient's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of County's DSS Director or designee. If as a result of County's fiscal review process a disallowance is discovered due to Subrecipient's deficiency, Subrecipient shall be financially liable for the amount previously paid by County to Subrecipient and this disallowance will be adjusted from

Subrecipient's future payments, at the discretion of County's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions, and actions.

11.2 State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Subrecipient is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

11.3 Confidentiality in Audit Process. Subrecipient and County mutually agree to maintain the confidentiality of Subrecipient's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations.

Subrecipient's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Subrecipient's records shall be maintained as required by DSS on forms furnished by the County. All statistical data or information requested by the County's DSS Director, or designee shall be provided by the Subrecipient in a complete and timely manner.

11.4 Single Audit Clause. If Subrecipient expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Subrecipient agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Subrecipient shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Subrecipient must include a corrective action plan signed by an authorized individual. Subrecipient agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DSS Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this

1 Agreement may result in County performing the necessary audit tasks, or at County's option,
2 contracting with a public accountant to perform said audit, or may result in the inability of County
3 to enter into future agreements with Subrecipient. All audit costs related to this Agreement are
4 the sole responsibility of Subrecipient.

5 A single audit report is not applicable if Subrecipient's Federal contracts do not exceed
6 the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
7 Subrecipient's only funding is through Drug-related Medi-Cal. If a single audit is not applicable,
8 a program audit must be performed and a program audit report with management letter shall be
9 submitted by Subrecipient to County as a minimum requirement to attest to Subrecipient
10 solvency. Said audit report shall be delivered to County's DSS Finance Division for review no
11 later than nine (9) months after the close of the fiscal year in which the funds supplied through
12 this Agreement are expended. Failure to comply with this Act may result in County performing
13 the necessary audit tasks or contracting with a qualified accountant to perform said audit. All
14 audit costs related to this Agreement are the sole responsibility of Subrecipient who agrees to
15 take corrective action to eliminate any material noncompliance or weakness found as a result of
16 such audit. Audit work performed by County under this paragraph shall be billed to Subrecipient
17 at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

18 Subrecipient shall make available all records and accounts for inspection by County, the
19 State of California, if applicable, the Controller General of the United States, the Federal Grantor
20 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
21 least three (3) years following final payment under this Agreement or the closure of all other
22 pending matters, whichever is later.

23 **11.5 Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Subrecipient may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Subrecipient may provide to the County may include but is not limited to the following:

27 (A) The County may voluntarily, or upon request by any member of the public or
28 governmental agency, disclose this Agreement to the public or such governmental

1 agency.

2 (B) The County may voluntarily, or upon request by any member of the public or
3 governmental agency, disclose to the public or such governmental agency any record or
4 data that the Subrecipient may provide to the County, unless such disclosure is
5 prohibited by court order.

6 (C) This Agreement, and any record or data that the Subrecipient may provide to the
7 County, is subject to public disclosure under the Ralph M. Brown Act (California
8 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

9 (D) This Agreement, and any record or data that the Subrecipient may provide to the
10 County, is subject to public disclosure as a public record under the California Public
11 Records Act (California Government Code, Title 1, Division 10, beginning with section
12 7920) ("CPRA").

13 (E) This Agreement, and any record or data that the Subrecipient may provide to the
14 County, is subject to public disclosure as information concerning the conduct of the
15 people's business of the State of California under California Constitution, Article 1,
16 section 3, subdivision (b).

17 (F) Any marking of confidentiality or restricted access upon or otherwise made with
18 respect to any record or data that the Subrecipient may provide to the County shall be
19 disregarded and have no effect on the County's right or duty to disclose to the public or
20 governmental agency any such record or data.

21 **11.6 Public Records Act Requests.** If the County receives a written or oral request
22 under the CPRA to publicly disclose any record that is in the Subrecipient's possession or
23 control, and which the County has a right, under any provision of this Agreement or applicable
24 law, to possess or control, then the County may demand, in writing, that the Subrecipient deliver
25 to the County, for purposes of public disclosure, the requested records that may be in the
26 possession or control of the Subrecipient. Within five business days after the County's demand,
27 the Subrecipient shall (a) deliver to the County all of the requested records that are in the
28 Subrecipient's possession or control, together with a written statement that the Subrecipient,

1 after conducting a diligent search, has produced all requested records that are in the
2 Subrecipient's possession or control, or (b) provide to the County a written statement that the
3 Subrecipient, after conducting a diligent search, does not possess or control any of the
4 requested records. The Subrecipient shall cooperate with the County with respect to any County
5 demand for such records. If the Subrecipient wishes to assert that any specific record or data is
6 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or
7 data to the County and assert the exemption by citation to specific legal authority within the
8 written statement that it provides to the County under this section. The Subrecipient's assertion
9 of any exemption from disclosure is not binding on the County, but the County will give at least
10 ten (10) days' advance written notice to the Subrecipient before disclosing any record subject to
11 the Subrecipient's assertion of exemption from disclosure. The Subrecipient shall indemnify the
12 County for any court-ordered award of costs or attorney's fees under the CPRA that results from
13 the Subrecipient's delay, claim of exemption, failure to produce any such records, or failure to
14 cooperate with the County with respect to any County demand for any such records.

15 **Article 12**

16 **Compliance**

17 **12.1 Compliance with Applicable Laws and Regulations.** Subrecipient, its officers,
18 consultants, subrecipients, agents and employees shall comply with all applicable State,
19 Federal and local laws, regulations, and executive orders, as well as Federal policies,
20 procedures, and directives governing projects that utilize State and Federal Funds. This
21 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair
22 employment practices, environmental protection, equal opportunity, fair housing, and all other
23 matters applicable or related to Subrecipient's services, the Subrecipient, its subrecipients, and
24 all eligible activities.

25 Subrecipient shall be responsible for obtaining all permits, licenses, and approvals
26 required for performing any activities under this Agreement, including those necessary to
27 perform design, implementation, operation, and maintenance of the activities. Subrecipient shall
28 be responsible for observing and complying with any applicable federal, state, and local laws,

1 rules, and regulations affecting any such work, specifically those including, but not limited to,
2 environmental protection, procurement, and safety laws, rules, regulations, and ordinances.
3 Subrecipient shall provide copies of permits and approvals to County upon request.

4 **12.2 Program Fraud and False or Fraudulent Statements or Related Acts.**

5 Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False
6 Claims and Statements) applies to Subrecipient's actions pertaining to this contract.

7 **Article 13**

8 **Federal and State Laws**

9 **13.1 Child Support Compliance Act.** If this Agreement includes State funding in excess
10 of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110,
11 that:

12 (A) Subrecipient recognizes the importance of child and family support obligations
13 and shall fully comply with all applicable state and federal laws relating to child and
14 family support enforcement, including, but not limited to, disclosure of information and
15 compliance with earnings assignment orders, as provided in Chapter 8 (commencing
16 with section 5200) of Part 5 of Division 9 of the Family Code; and

17 (B) Subrecipient to the best of its knowledge is fully complying with the earnings
18 assignment orders of all employees and is providing the names of all new employees to
19 the New Hire Registry maintained by the California Employment Development
20 Department.

21 **13.2 No Obligation by Federal Government.** The Federal Government is not a party to
22 this contract and is not subject to any obligations or liabilities to the non-Federal entity,
23 subrecipient, or any other party pertaining to any matter resulting from this Agreement.

24 **Article 14**

25 **Data Security**

26 **14.1 Confidentiality and Data Security.**

27 All services performed by Subrecipient under this Agreement shall be in strict
28 conformance with all applicable Federal, State of California and/or local laws and regulations

1 relating to confidentiality.

2 For the purpose of preventing the potential loss, misappropriation or inadvertent
3 disclosure of County data including sensitive or personal client information; abuse of County
4 resources; and/or disruption to County operations, individuals and/or agencies that enter into a
5 contractual relationship with County for the purpose of providing services under this Agreement
6 must employ adequate data security measures to protect the confidential information provided
7 to Subrecipient by County, including but not limited to the following:

8 (A) Subrecipient-Owned Mobile/Wireless/Handheld Devices may not be connected
9 to County networks via personally owned mobile, wireless or handheld devices, except
10 when authorized by County for telecommuting and then only if virus protection software
11 currency agreements are in place, and if a secure connection is used.

12 (B) Subrecipient-Owned Computers or Computer Peripherals may not be brought
13 into County for use, including and not limited to mobile storage devices, without prior
14 authorization from County's Chief Information Officer or her designee. Data must be
15 stored on a secure server approved by County and transferred by means of a VPN
16 (Virtual Private Network) connection, or another type of secure connection of this type if
17 any data is approved to be transferred.

18 (C) County-Owned Computer Equipment – Subrecipient or anyone having an
19 employment relationship with County may not use County computers or computer
20 peripherals on non-County premises without prior authorization from County's Chief
21 Information Officer or her designee.

22 (D) Subrecipient may not store County's private, confidential or sensitive data on any
23 hard-disk drive.

24 (E) Subrecipient are responsible to employ strict controls to ensure the integrity and
25 security of County's confidential information and to prevent unauthorized access to data
26 maintained in computer files, program documentation, data processing systems, data
27 files and data processing equipment which stores or processes County data internally
28 and externally.

1 (F) Confidential client information transmitted to one party by the other by means of
2 electronic transmissions must be encrypted according to Advanced Encryption
3 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be
4 utilized.

5 (G) Subrecipient are responsible to immediately notify County of any breaches or
6 potential breaches of security related to County's confidential information, data
7 maintained in computer files, program documentation, data processing systems, data
8 files and data processing equipment which stores or processes County data internally or
9 externally.

10 (H) Subrecipient shall require its subrecipients to comply with the provisions of this
11 Data Security section.

12 **Article 15**

13 **Publicity Prohibition**

14 15.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
15 or indirectly under this Agreement shall be used for Subrecipient's advertising, fundraising, or
16 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
17 promotion.

18 15.2 **Public Information.** SUBRECIPIENT shall disclose COUNTY as a funding source in
19 all public information and program materials developed in support of contracted services.

20 **Article 16**

21 **Disclosure of Self-Dealing Transactions**

22 16.1 **Applicability.** This Article 21 applies if the Subrecipient is operating as a corporation
23 or changes its status to operate as a corporation.

24 16.2 **Duty to Disclose.** Members of the Subrecipient's Board of Directors shall disclose
25 any self-dealing transactions that they are a party to while Subrecipient is providing goods or
26 performing services under this agreement. A self-dealing transaction shall mean a transaction to
27 which the Subrecipient is a party and in which one or more of its directors has a material
28 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions

that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by reference, and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

16.3 **Definition.** “Self-dealing transaction” means a transaction to which the Subrecipient is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 17

Disclosure of Criminal History and Civil Actions

17.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.

(A) County and Subrecipient recognize that Subrecipient is a recipient of Federal assistance funds under the terms of this Agreement. By signing this Agreement, Subrecipient agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, Subrecipient attests to the best of its knowledge and belief, 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; and

2) Shall not knowingly enter into any lower tier covered transaction with an entity or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(B) Subrecipient shall provide immediate written notice to County if at any time during the term of this Agreement Subrecipient learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.

(C) Subrecipient shall include a clause titled "Certification Regarding Debarment,

Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in nature to this Article Seventeen (17) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(D) Subrecipient shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and debarment status at <https://sam.gov/SAM/>.

(E) The certification in Article Seventeen (17) of this Agreement is a material representation of fact upon which County relied in entering into this Agreement.

Article 18

Cultural and Linguistic Competency

18.1 Limited English Proficiency. Subrecipient shall provide interpreting and translation services to persons participating in Subrecipient’s services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by Subrecipient. Interpreter and translation services, including translation of Subrecipient’s “vital documents” (those documents that contain information that is critical for accessing Subrecipient’s services or are required by law) shall be provided to participants at no cost to the participant. Subrecipient shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant’s language and can effectively communicate any specialized terms and concepts peculiar to Subrecipient’s services.

Article 19

General Terms

19.1 Modification. Any matters of this Agreement may be modified from time to time by the written consent of Subrecipient and County without, in any way, affecting the remainder. Subrecipient agrees that reductions to the maximum compensation set forth in Article Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal sources.

Any such reduction to the maximum compensation may be made with the written approval of County's DSS Director or designee and Subrecipient. Subrecipient further understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in any manner.

19.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

19.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement. This Agreement is signed and performed in Fresno County, California. Subrecipient consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

19.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Subrecipient consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

19.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

19.6 **Days.** Unless otherwise specified, "days" means calendar days.

19.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

19.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

19.9 **Nondiscrimination.** During the performance of this Agreement, SUBRECIPIENT

1 and its officers, employees, agents and subcontractors shall not unlawfully discriminate in
2 violation of any Federal, State or local law, rule or regulation against any employee or applicant
3 for employment, or recipient of services under this Agreement, because of age, ethnic group
4 identification, sex, gender, gender identity, gender expression, sexual orientation, color, physical
5 disability, mental disability, medical condition, national origin, race, ancestry, genetic
6 information, marital status, religion, religious creed, military status, or veteran status.

7 (A) Domestic Partners and Gender Identity

8 For State fund-funded contracts of \$100,000 or more, SUBRECIPIENT certifies that
9 it complies with Public Contract Code Section 10295.3.

10 (B) Americans with Disabilities Act

11 SUBRECIPIENT shall comply with the Americans with Disabilities Act (ADA) of 1990,
12 which prohibits discrimination on the basis of disability, as well as all applicable
13 regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 *et seq.*).

14 (C) SUBRECIPIENT shall include the non-discrimination and compliance provisions
15 of this section in all subcontracts to perform work under this Agreement.

16 19.10 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
17 Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), Subrecipient shall comply with all
18 applicable standards, orders or requirements issued under the Clean Air Act, as amended, 42
19 U.S. Code 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S. Code 1251 *et*
20 *seq.* Under these laws and regulations, Subrecipient shall:

21 (A) Assure the County that no facility shall be utilized in the performance of this
22 Agreement that has been listed on the Environmental Protection Agency (EPA) list of
23 Violating Facilities;

24 (B) Notify County prior to execution of this Agreement of the receipt of any
25 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
26 facility to be utilized in the performance of this Agreement is under consideration to be
27 listed on the EPA list of Violating Facilities;

28 (C) Report each violation of the above laws to County and understand and agree that

1 the County will, in turn, report each violation as required to assure notification to the
2 Federal Emergency Management Agency (FEMA) and the appropriate Environmental
3 Protection Agency Regional Office; and

4 (D) Include these requirements in each subcontract exceeding \$150,000 financed in
5 whole or in part with federal assistance.

6 **19.11 Drug-Free Workplace Requirements.** For purposes of this paragraph, Subrecipient
7 will be referred to as the “grantee”. By drawing funds against this grant award, the grantee is
8 providing the certification that is required by regulations implementing the Drug-Free Workplace
9 Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that
10 they will maintain a drug-free workplace. False certification or violation of the certification shall
11 be grounds for suspension of payments, suspension or termination of grants, or government
12 wide suspension or debarment. Subrecipient shall also comply with the requirements of the
13 Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

14 **19.12 Grievances.** Subrecipient shall establish procedures for handling client complaints
15 and/or grievances. Such procedures will include provisions for informing clients of their rights to
16 a State Hearing to resolve such issues when appropriate.

17 **19.13 Lobbying and Political Activity.** None of the funds provided under this Agreement
18 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
19 legislation pending in the Congress of the United States of America or the Legislature of the
20 State of California.

21 Subrecipient shall not directly or indirectly use any of the funds under this Agreement for
22 any political activity or to further the election or defeat of any candidate for public office.

23 **19.14 State Energy Conservation.** Subrecipient must comply with the mandatory
24 standard and policies relating to energy efficiency which are contained in the State Energy
25 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et.
26 Seq.

27 **19.15 Interpretation of Laws and Regulations.** County reserves the right to make final
28 interpretations or clarifications on issues relating to Federal and State laws and regulations, to

1 ensure compliance.

2 **19.16 Priority Hiring Considerations.** If this Agreement includes State funding and
3 services in excess of \$200,000, Subrecipient shall give priority consideration in filling vacancies
4 in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions
5 Code Section 11200, in accordance with Public Contract Code Section 10353.

6 **19.17 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
7 of the Subrecipient under this Agreement on any one or more occasions is not a waiver of
8 performance of any continuing or other obligation of the Subrecipient and does not prohibit
9 enforcement by the County of any obligation on any other occasion.

10 **19.18 Conflict of Interest.** No officer, employee or agent of the County who exercises any
11 function or responsibility for planning and carrying out of the services provided under this
12 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
13 addition, no employee of the County shall be employed by the Subrecipient under this
14 Agreement to fulfill any contractual obligations with the County. The Subrecipient shall comply
15 with all Federal, State of California and local conflict of interest laws, statutes and regulations,
16 which shall be applicable to all parties and beneficiaries under this Agreement and any officer,
17 employee or agent of the County.

18 **19.19 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
19 create any rights or obligations for any person or entity except for the parties.

20 **19.20 Authorized Signature.** The Subrecipient represents and warrants to the County
21 that:

22 (A) The Subrecipient is duly authorized and empowered to sign and perform its
23 obligations under this Agreement.

24 (B) The individual signing this Agreement on behalf of the Subrecipient is duly
25 authorized to do so and his or her signature on this Agreement legally binds the
26 Subrecipient to the terms of this Agreement.

27 **19.21 Property of the County.** Any use of COUNTY funds provided under this Agreement,
28 as specified in Exhibit B, for the purchase of computer hardware, software, and printers must be

1 approved by the County prior to purchase and must meet the County specifications.
2 Subrecipient agrees to take reasonable and prudent steps to ensure the security of any and all
3 said hardware and software provided to it by the County under this Agreement, and to maintain
4 replacement-value insurance coverages on said hardware and software approved by the
5 County.

6 In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during
7 the life of this Agreement shall be identified as fixed assets with an assigned the County
8 Accounting Inventory Number. These fixed assets shall be retained by the County, as County
9 property, in the event this Agreement is terminated or upon expiration of this Agreement. The
10 Subrecipient agrees to participate in an annual inventory of all the County fixed assets and shall
11 be physically present when fixed assets are returned to the County possession at the
12 termination or expiration of this Agreement. Subrecipient is responsible for returning to the
13 County all County owned fixed assets upon the expiration or termination of this Agreement.

14 **19.22 Electronic Signatures.** The parties agree that this Agreement may be executed by
15 electronic signature as provided in this section.

16 (A) An "electronic signature" means any symbol or process intended by an individual
17 signing this Agreement to represent their signature, including but not limited to (1) a
18 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
19 electronically scanned and transmitted (for example by PDF document) version of an
20 original handwritten signature.

21 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
22 equivalent to a valid original handwritten signature of the person signing this Agreement
23 for all purposes, including but not limited to evidentiary proof in any administrative or
24 judicial proceeding, and (2) has the same force and effect as the valid original
25 handwritten signature of that person.

26 (C) The provisions of this section satisfy the requirements of Civil Code section
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
28 Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

19.23 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

19.24 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Subrecipient and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

///

///

///

///

///

///

///

///

///

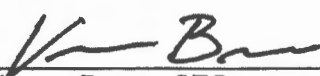
///

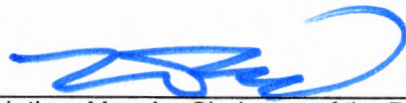
//

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Aspiranet, Inc.

COUNTY OF FRESNO

3
4 
5 _____
Vernon Brown, CEO



Nathan Mageig, Chairman of the Board of
Supervisors of the County of Fresno

6 1320 E. Shaw Avenue Suite 140
7 Fresno, CA 93710
8 Phone No: (559) 222-4969

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By 
11 _____
12 Deputy

13 _____

14
15
16
17
18 For accounting use only:

19
20
21 THP Plus:
22 Org No.:56107380
23 Account No.:7870/0
24 Fund No.:0001
25 Subclass No.:10000

26 FUP
27 Org No.:56107390
28 Account No.:7870/0
Fund No.:0001
Subclass No.:10000

SB:hb

SCOPE OF WORK

ORGANIZATION: Aspiranet, Inc.

ADDRESS: 1320 Shaw Ave., #140, Fresno, CA 93710

MANAGER: Josh Mishou, Core Program Director, (559) 222-4966

SERVICES: Transitional Housing Program Plus (THP Plus) and Family Unification Program (FUP) Case Management Services for Youth and Families

CONTRACT PERIODS: March 1, 2024 – December 31, 2024

A. SUMMARY OF SERVICES

The transitional housing and case management supportive services to be provided include:

1. THP+ program that includes housing and case management services for emancipated foster youth to assist these youth in fulfilling the goals described in the youth's Transitional Independent Living Plan (TILP) to achieve successful self-sufficiency; and
2. FUP for youth transitioning out of foster care that provides housing and case management services to assist youth and families in acquiring permanent, safe housing and continued self-sufficiency; and
3. FUP Families for families for whom inadequate housing is a primary factor in either the imminent placement of the family's child(ren) in out-of-home care, or the delay in the discharge of the child(ren) from out-of-home care back to the family.

B. TARGET POPULATIONS

1. **THP**

Eligible participants are youth ages 18 to 24, inclusive, who have exited foster care, including pregnant and parenting youth. Youth can participate for a maximum of 24 months. Youth must be actively pursuing the goals of their Transitional Independent Living Plan (TILP).

2. **FUP Youth**

Eligible participants must be emancipated former foster youth (or emancipating within 90 days) age 18 to 24 years, inclusive, at the time of program entry and have inadequate housing. A FUP Housing Choice Voucher (HCV) may only be used to provide housing assistance for a maximum of 36 months.

3. **FUP Families**

Eligible families are those involved in DSS' Child Welfare Services for whom inadequate housing is the primary factor for the imminent placement of the family's child(ren) in out-of-home care, or the delay in the discharge of the child(ren) from out-of-home care back to the family. Case management services provided to referred families is voluntary and completion of these services is not a necessary HA requirement for the receipt of an HCV.

C. SUBRECIPIENT SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Coordination with the County social worker and other community and public partners to assist the participants in meeting the established goals included in their TILP.
2. Case management on a regular basis, including guidance, supportive services, promotion of incremental responsibilities and other problem solving skills development that will help them succeed.
3. 24-hour crisis intervention and support to include providing each participant with a 24-hour emergency telephone number.
4. Access to individual and group therapy when appropriate. Should participants have a need for counseling, therapy, or medical treatment, they will be assisted in pursuing these services through either public or private providers who accept Medi-Cal including those providers covered under the Mental Health Services Act (MHSA). The SUBRECIPIENT will be responsible to assure that participants have access to all medical appointments.
5. Transportation assistance and education related to public transit.
6. Educational advocacy and support that includes assistance in completion of a High School Diploma (HSD) or GED and assistance in applying for any college or vocational education program and any scholarships or grants for which they may be eligible.
7. Job readiness training/support and other appropriate employment resources.
8. Services to build and support relationships with family and their community.
9. Assistance in finding and maintaining affordable housing after completion of the program.
10. Assistance accessing other services including support groups and referrals to community resources to aid in transitioning out of the THP+ and/or FUP programs.
11. For THP only provide additional resources for pregnant and parenting youth living in either a remote site or with a host family. It is anticipated that there will be 5 placements per year for pregnant and parenting youth including but not limited to:
 - a. Increased emancipation fund set up for each pregnant or parenting youth with a monthly amount set aside in an interest-bearing account to be distributed to the participant at the end of their participation in the program;
 - b. Referrals to parenting resources (e.g. First 5, head start, parenting education classes, child care, etc.).
12. Participate in as needed contract administration meetings consisting of staff from the COUNTY'S DSS to discuss requirements, data reporting, training, policies, and procedures, overall program operations and any problems or foreseeable problems that may arise.
13. Adhere to, and be responsible for compliance with, all applicable Federal, State and local laws and regulations. In the event any law, regulation or policy referred to in the Agreement or this Exhibit A, is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.
14. Collect and provide participant data to DSS, including but not limited to, the following:
 - a. The number of homeless youth served;
 - b. The number of current and former foster youth served;
 - c. The number of people served who are currently and formerly on probation;

- d. The number of homeless youths who exited homelessness into temporary housing;
- e. The number of homeless youths who exited homelessness into permanent housing;
- f. Subpopulation data including:
 - i. Number of participants that are employed;
 - ii. Number of participants that are students;
 - iii. Number of participants identified as LGBTQ+;
 - iv. Number of participants having a disability;
 - v. Number of participants with their own minor children in the household;
 - vi. Average number of children per household including participants own child(ren); and
 - vii. Average number of household occupants where participants resides.

D. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. Designate a contact person for SUBRECIPIENT to communicate with when necessary.
- 2. Meet with SUBRECIPIENT as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.

E. SUBRECIPIENT PERFORMANCE OUTCOMES:

1. THP +

- 1. 75% of THP-Plus enrolled youth annually, will successfully maintain their THP-Plus placement.
- 2. Annually, 75% of the participants exiting THP-Plus will secure and maintain housing for at least one year.
- 3. 75% of the youth not employed nor attending an accredited college by the third month of the program, will obtain employment or enter a vocational training program or internship within six months of entering the program.
- 4. 90% of participants will obtain their high school diploma or equivalent by the time they exit the program.
- 5. 75% of youth not employed by the third month of the program, will be enrolled in an accredited college or 4-year educational institution or trade or technical school and will successfully attend for at least 6 months.
- 6. 90% of participants will develop a realistic budget for living expenses and live within the established budget within 3 months of program participation.
- 7. 75% of participants will have and/or developed a plan to have basic household furnishings, phone access, and basic amenities received through community resources/referrals initiated by their life coaches within 3 months of entering the program.

2. FUP Youth

- 1. 75% of the young adults exiting FUP will remain in stable housing at least six (6) months after program exit.
- 2. 65% of young adults participating in the program will increase their income by 20% at program exit.

3. 75% of the youth not employed or attending an accredited college by the third month of the program, will obtain employment or enter a vocational training program, internship, or High School Diploma/GED program within six months of entering the program.
4. 90% of participants will obtain their high school diploma or equivalent by the time they exit the program.
5. 75% of participants not employed by the third month of the program, will be enrolled in an accredited college or 4-year educational institution or trade or technical school and will successfully attend for at least 6 months.
6. 90% of participants will develop a realistic budget for living expenses and live within the established budget within the 3rd month of program participation.
7. 75% of participants will have and/or developed a plan to have basic household furnishings, phone access, and basic amenities received through community resources/referrals initiated by their life coaches within 3 months of entering the program.

3. FUP Families

1. 75% of the parents not employed or attending an accredited college by the third month of the program, will obtain employment or enter a vocational training program, internship, or High School Diploma/GED program within six months of entering the program.
2. 90% of participants will obtain their high school diploma or equivalent by the time they exit the program.
3. 90% of participants will develop a realistic budget for living expenses and live within the established budget within the 3rd month of program participation.
4. 75% of participants will have developed a plan to have basic household furnishings, phone access, and basic amenities within 3 months of entering the program.

THP+, FUP Youth, and FUP Families Program Services Budget and Capacity Summary				
	THP+ Services	FUP Youth Services	FUP Families Services	Budget Total
Program Capacity (Number of Participant Slots)	18	31	10	
Monthly Fee for Services (Cost Per Participant)	\$3,426.00	\$1,206.00	\$1,246.00	
Total 10-Month Cost	\$616,680.00*	\$373,860.00	\$124,600.00	\$1,115,140

**Sixty percent of the total THP+ budget is allocated for client-related expenses and shall not be used for any other purpose.*

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **Aspiranet, Inc.** (PROVIDER) related to provision of transitional housing and case management services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE