



**Health & Human Services
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

- KUYLER CROCKER
District One
- PETE VANDER POEL
District Two
- AMY SHUKLIAN
District Three
- J STEVEN WORTHLEY
District Four
- MIKE ENNIS
District Five

AGENDA DATE: April 24, 2018

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Anita Ortiz PHONE: 624-8000		

SUBJECT: Approval of agreement with Parenting Network, Inc.

REQUEST(S):

That the Board of Supervisors:

1. Approve an agreement with Parenting Network, Inc. for the provision of a Parent Partner services program in the amount not to exceed \$190,515 effective from July 1, 2018 through June 30, 2019; and
2. Authorize the Chairman of the Board to sign three (3) copies of the agreement.

SUMMARY:

Tulare County Health and Human Services Agency Child Welfare Services, is requesting to contract with Parenting Network, Inc. to provide Parent Partner services. The agreement provides mentor support services to families referred to Child Welfare Services and to Resource Families. These services are intended to increase parent's confidence while navigating the child welfare system to successfully reunify with their children, and provide support to resource families who have children placed in their care.

Parent Partners are parents that have had personal experience with the child welfare system in Tulare County. As a mentor, Parent Partners provide emotional support, attend court hearings, and provide healthy role modeling. The Resource Family mentor will connect with new resource families before and after the licensing process to provide guidance and support. Parent Partners and Resource Family mentors will build a supportive relationship with one another and implement strategies to bring together parents and resource families. They will work together

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as a cohesive unit for the betterment of children lives and progression towards successful 30% reunification rate of the 100 parents served.

This agreement did not include a Request for Proposal process because Parenting Network, Inc. is the only provider in Tulare County that is eligible to serve the Parent Partner program for CWS clients to support reunification.

Tulare County Health & Human Services Agency submitted a 2015 Foster and Relative Caregiver Recruitment, Retention, and Support plan to the State of California in October 2015. The Foster and Relative Caregiver Recruitment, Retention, and Support plan seeks to improve the partnership between foster parents and Child Welfare Services, and is intended to work together to build both qualitative and quantitative capacity of the continuum of foster care placements.

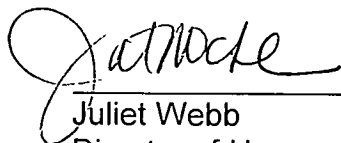
FISCAL IMPACT/FINANCING:

The total amount of this agreement is \$190,515 and is included in the Fiscal Year 2018-2019 budget. There is no net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Quality of Life Initiative that encourages innovative provision of quality supportive services for at-risk youth and children in state and federally mandated programs. This agreement increases the ability to fulfill that obligation.

ADMINISTRATIVE SIGN-OFF:



Juliet Webb
Director of Human Services

cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVAL OF
AGREEMENT WITH PARENTING
NETWORK, INC.

)
) Resolution No. _____
) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement with Parenting Network, Inc. for the provision of a Parent Partner services program in the amount not to exceed \$190,515 effective from July 1, 2018 through June 30, 2019; and
2. Authorized the Chairman of the Board to sign three (3) copies of the agreement.

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and Parenting Network, Inc. ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain services of CONTRACTOR to provide mentor support services to families referred to Child Welfare Services and to Resource Families;
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Child Welfare Services Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures <u>(Must be completed by Contractor and submitted to County prior to approval of agreement.)</u>
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit _C_	Professional Services Insurance Requirement

7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY HHSA, CONTRACTS UNIT
 5957 SOUTH MOONEY
 VISALIA, CA 93277
 Phone No. 559-624-8000
 FaX No: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

Mike Gibson
 Parenting Network, Inc
 330 N. Johnson St
 Visalia, CA 93277
 Phone No. 559-625-0384
 Fax No. 559-625-1533

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document

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

Date: 3/19/18

PARENTING NETWORK, INC.

By [Signature]

X Print Name SANTOS PIATO

Title Board Chair

Date: 3/17/18

By [Signature]

X Print Name Teri H. Van Huss

Title CFO

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

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature]
Deputy

Matter # 2018388

3/27/2018

Exhibit A

Parenting Network Family Resource Center
330 North Johnson Street
Visalia, CA 93291
(559) 625-0384
Contact Person: Mike Gibson
mike@parentingnetwork.org

Parent Partner Program

Budget Line: 001-142-4020-7043

Fiscal Year: 2018-2019

Fund Amount: \$190,515

Services to be performed:

Contractor agrees to operate the "**Parent Partner Program**" in partnership with Child Welfare Services (CWS). The program is designed to enlist parents (both mothers and fathers) as staff who have experienced child removal, services, and reunification with CWS. Parent Partners are trained to provide support to CWS clients as they navigate within the CWS system. The Parent Partners serve as mentors, guides and advocates. Parent Partners are flexible in responding to a range of need CWS clients might present. The principal goal of their work is to encourage can empower CWS clients to gain awareness of their rights and responsibilities, and to assist parents toward reunification with their children.

The Parent Partner program also provides support to foster parents also known as "Resource Families" who have children placed in their care while separated from their parents. The Resource Family Mentor (RFM) is a former resource parents and trained to offer similar support as Parent Partners. The RFM is available to provide support to resource families during the Resource Family approval process and while licensed. Mentorship for Resource Families are intended to increase parents' knowledge of licensing criteria, and provide guidance of training opportunities to support placement for the children in their care.

Child Welfare Services (CWS) will:

- Provide referrals to the Parent Partners and the Resource Family mentor
- Provide Contractor with a listing of appropriate Team Decision Making (TDM) meetings, Family Engagement Staffings, and workgroup meetings
- Collaborate with Parenting Network Family Resource Center (FRC) to provide mentoring and training to Parent Partners and Resource Family mentor
- Utilize reports/logs received by the Contractor to track open cases, services, and meetings
- Enter referrals for all eligible families into the County's Child Welfare Services, Case Management System (CWS/CMS)
- Coordinate meeting invitations with contractor
- Nominate individuals collaboratively with the CWS Family Advocate for the Parent Partner Program

Exhibit A

Contractor will:

- Provide referred CWS families with a Parent Partner match
- Provide Resource Families with a Resource Family Mentor match
- Provide Parent Partners and Resource Family mentor to attend appropriate Team Decision Making (TDM) meetings, Family Engagement Staffings, and workgroup meetings
- Collaborate with CWS to provide mentoring and training to Parent Partners
- Maintain a current directory of Parent Partners
- Maintain records
 - Type of meetings; number of meetings
 - Applications
 - Training hours completed
- Nominate individuals collaboratively with the CWS Family Advocate for the Parent Partner Program
- Provide support to the PACE group, and the yearly Leaders for Change workshops.

Program Participants Served

TDM Meetings	Family Engagement Staff Meetings	Workgroups or Meetings	Parent Partner Match	Resource Family Mentor Match
30	30	10	60	40

Deliverables

Contractor shall submit the following reports documenting program progress and clients completing services at mid-year, no later than January 15, 2019:

1. Program Narrative report
2. Parent Partner Tracking Log
3. Resource Family Tracking Log

Exhibit B

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$190,515. Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of OMB circular A-87.

- Costs shall be adequately documented
- Direct cost shall be specifically identified to services performed
- Employees shall be compensated for time specifically identified to service performed
- Travel expenses shall be specifically identified to service performed

A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

Budget Reductions

In the event the contractor anticipates that funds shall not be expended in full by the end of each fiscal year, contractor shall give Tulare County HHSA immediate written notice and negotiate a budget reduction.

Child Abuse and Neglect Reporting Act

The California Child Abuse and Neglect Reporting Law are currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. 11166 (a)).

Contractor shall notify Child Welfare Services in all instances where there is suspected child abuse in the home of a Child Welfare Services client and contractor shall further carry out their duties as a mandated reporter under the California Child Abuse and Neglect Reporting Law.

Publications

Materials published by Contractor shall ensure all publications funded through this contract will include acknowledgement of the Health and Human Services Agency, Child Welfare Services.

PROFESSIONAL SERVICES CONTRACTS (EXHIBIT C)
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects, liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.