

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 **Community Services and Employment Training, 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 the services of CONTRACTOR for the purpose of providing administration of the Housing and Disability Income Advocacy Program.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CalWORKs 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, 2020, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit 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 and E can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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<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 type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

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:

Contracts Unit
 Tulare County Health and Human
 Services Agency
 5957 S. Mooney Blvd.
 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:

Community Services and Employment Training, Inc.
 312 NW Third Ave.
 Visalia, CA 93291
 Phone No.: 559-732-4194
 Fax No.: 559-732-0233

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

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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: 4/14/18

Community Services and Employment Training, Inc.

By Mary Alice Escarsega-Fechner

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

Date: _____

By _____

Print Name _____

Title _____

[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 # 2018422

4/24/18

EXHIBIT A

STATEMENT OF WORK

Effective Upon BOS Signature, 2018 THROUGH June 30, 2020

THIS STATEMENT OF WORK IS BETWEEN TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY and COMMUNITY SERVICES & EMPLOYMENT TRAINING INC., HERE-IN-AFTER REFERRED TO AS CONTRACTOR.

CONTRACTOR will provide the following services for the HHSa Housing and Disability Income Advocacy Program (HDAP).

Eligibility: Individuals with disabilities who are experiencing homelessness (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

“Homeless” is defined as:

- a. Lacking a fixed and regular nighttime residence; and either
 1. Having a primary nighttime residence that is supervised publically or privately operated shelter designed to provide temporary living accommodations; or
 2. Residing in a public or private place not designed for, ordinarily used as, a regular sleeping accommodation for human beings.

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSa) TulareWORKs Division. Once referral is received, CONTRACTOR will attempt contact with participant within 48 hours of receipt of referral.

Intake: HHSa TulareWORKs staff will meet with participant to establish eligibility and service plan.

Outreach and Recruitment: HHSa TulareWORKs staff will coordinate outreach and recruitment. HHSa TulareWORKs staff will assess participants and establish eligibility for the program. Should CONTRACTOR encounter a participant who could be potentially eligible for HDAP, CONTRACTOR agrees to refer participant to TulareWORKs Division for assessment of eligibility for HDAP.

Orientation: CONTRACTOR will meet with program participants and discuss services available through the HDAP Program, including other housing assistance as well as services provided by other agencies and organizations.

Initial Assessment: An initial assessment will be conducted during eligibility by HHSa TulareWORKs. Assessment information will be shared with the referral to CONTRACTOR for review and CONTRACTOR will identify other support service needs.

Enrollment: The participant becomes enrolled into HDAP at the time he or she has completed their first week of participation with CONTRACTOR.

Participant Served: An individual becomes a "participant served" at the point he/she is provided with HDAP services.

Performing Services: CONTRACTOR will have autonomy in budgeting, performance, and staffing to ensure optimal outcomes.

Expectations/Outcomes:

CONTRACTOR shall strive to serve 27 HDAP participants referred by HHSa TulareWORKs staff by June 30, 2020.

CONTRACTOR will assist participants with locating affordable housing and negotiating manageable and appropriate lease/rent agreements with landlords.

Assistance shall not exceed \$10,000 per client without prior approval from HHSa TulareWORKs. The following services are eligible in HDAP:

- Rental Assistance
- Application Fees
- Housing deposit(s)
- Utility assistance
- Furnishings
- Appliances
- Supplies
- Housing Inspection Fees
- Temporary/Interim Housing (while seeking permanent housing)

Systems: HHSa TulareWORKs is responsible for the cost of Continuum of Care (CoC) registration and fees including Homeless Management Information System (HMIS) if applicable.

Program Reporting:

The CONTRACTOR will submit monthly progress reports by the 15th of each month for all participants served during the report month. The report will include participant demographic information and service activities provided in the program or any additional information as expressly requested by HHSa TulareWORKs.

Invoicing:

The CONTRACTOR will submit an invoice/payment request in a format approved by the Health and Human Services Agency (HHSa) that will include an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide, in a format approved by HHSa, a listing of all the program participants served during the month which includes information requested on a template created by HHSa.

HDAP Participant Records:

CONTRACTOR records are maintained specifying when each participant, for whom services were reported, became enrolled and was assisted and when (if) his or her participation ended (due to activity ending, no longer participating, etc.).

CONTRACTOR shall provide case records for claimed participants showing them referred and participating in HDAP and maintain documentation as necessary for the entire length of the contract.

CONTRACTOR shall provide monthly program activity reports to HHSa TulareWORKs staff.

Additionally, CONTRACTOR shall share progress of program participants with HHSa TulareWORKs to assure all additional services are documented.

Case Management: HHSa TulareWORKs will be performing Case Management duties in collaboration with CONTRACTOR.

CONTRACTOR Services included in this category are:

- Life Skills Workshops
- Referral for supportive or other safety net services
- Financial Literacy Workshops
- Assistance with housing and/or energy subsidies
- Referral, if appropriate, to Section 8 housing

Follow-Up Services/Retention Period: Once the participant is in unsubsidized housing CONTRACTOR will follow-up with participant every thirty (30) days for up to 3 months to verify that the participant remains in unsubsidized housing. In the event that SSI disability is denied and/or the participant is no longer eligible for HDAP services, CONTRACTOR will work with HHSa TulareWORKs to transition the participant out of the program by exploring other housing assistance or supportive services available.

HHSa TULAREWORKS WILL PERFORM THE FOLLOWING UNDER CASE MANAGEMENT SERVICES:

- Entering Participants in HMIS
- Assist with preparing, filing, and following up on disability applications including appeals
- Provide other program referrals
- Eligibility determination

Meetings: Will be held with HHSa TulareWORKs to discuss policy, procedures, and issues. Both parties agree to meet on an as needed basis to resolve critical program issues as necessary.

TulareWORKS Housing and Disability Advocacy Program (HDAP)			
Date of BOS Signature 2018 to June 30, 2020			
	Annually	2 FY's	
Salaries	47,056	94,112	
Benefits	3,810	7,619	
Health Benefits	619	1,239	
Payroll Processing Fees	411	822	
Office Supplies	413	826	
Cell phones	60	120	
Internet	89	178	
Telephones	62	124	
Postage	25	50	
Building Space/Dep & Int.	72	144	
Licenses & Permits	1	2	
Utilities	190	380	
Bldg Maintenance & Repair/Janitorial/Security	2,139	4,278	
Equipment Rental & Lease	42	84	
Equipment Maint & Repair	0	-	
Advertising	0	-	
Printing	57	114	
Mileage	489	978	
Staff Training	352	704	
Client Supp Svcs-Application Fees, Moving Costs, Food cards	9,125	18,250	
Prof fee	714	1,428	
Appliance Materials	7,148	14,296	
Utility Deposits	3,750	7,500	
Dues	2	4	
General Liability	31	62	
Depreciation	151	302	
Interest Expense	62	124	
Operating SUBTOTAL	\$ 76,870	\$ 153,739.34	
Housing Assistance			
27 participants (rental assistance, security deposits, inspections)	\$ 138,954	\$ 277,908	
Participant SUBTOTAL	\$ 138,954	\$ 277,908	
*ICR of 13.99%	\$ 10,754	\$ 21,507	
*ICR subject to increase approved by DOL annually			
GRAND TOTAL	\$ 226,577	\$ 453,154	

3.23.18

Staff		Annual wage	Term of Contract	Total Expense
Director	7.500% FTE	\$ 81,238	12 months	\$ 6,093
Senior Program Specialist	100.0% FTE	\$ 35,516	12 months	\$ 35,516
Financial Analyst/Senior Acct	10.000% FTE	\$ 54,470	12 months	\$ 5,447
Total:	63.5% FTE			
			Salaries	\$ 47,056
Benefits average	34.10%		Benefits	\$ 3,810
Health/Life	3.11%			
FICA	7.65%			
Workers Comp	1.36%			
Pension avg	4.28%			
Vacation accrual	3.85%			
State Disability	2.02%			
Benefits without Health	19.16%			
Benefits with Health	16.28%			
		Annual Health		
Health varies by staff				
Director	13.17%	\$ 10,697		
Senior Prog Spec	0.00%	\$ -		
Financial Analyst/Senior Acct	20.93%	\$ 11,401		

Exhibit C

PROFESSIONAL SERVICES CONTRACTS 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.