

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 **FAMILY SERVICES OF TULARE COUNTY**, ("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 the CONTRACTOR to operate Supportive Services for Commercially Sexually Exploited Children (CSEC), and Child Welfare Services (CWS) involved children and youth at-risk of exploitation, and Non-Minor Dependent (NMD) victims/at-risk youth and their families. The services include but are not limited to: community services, safety planning, therapeutic interventions, and personal development; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S 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, B-1
- 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/>

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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:

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:

FAMILY SERVICES OF TULARE
815 W. Oak
Visalia, CA 93291
Phone No.: 559-741-7310
Fax No.: 559-732-6404

(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 re-

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ceived 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.

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.

FAMILY SERVICES OF TULARE COUNTY

Date: 04/06/18

By 

Print Name Caitly Meador

Title Executive Director

Date: 4-6-18

By 

Print Name Stephanie Burrage

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

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Approved as to Form
County Counsel

By M. V. [Signature] 4/23/18

Deputy

Matter # 2018356

Family Services of Tulare County
815 W. Oak Street
Visalia, CA 93291
(559)732-1970
caity.meador@fstc.net

Scope of Work - Fiscal Year 2018-2019

Exhibit A

Grant Services to be charged against:

Child Welfare Services 001-142-4020-0000

Supportive Services for Commercially Sexually Exploited Children (CSEC)

The commercial sexual exploitation of children is a global problem occurring right here in our community. Commercial sexual exploitation of children occurs when individuals buy, trade, or sell sexual acts with a child. Sex trafficking is “the recruitment, harboring, transportation, provision, or obtaining of a person for the purposes of a commercial sex act.” Family Services of Tulare County (FSTC) has been working to raise awareness about this issue since 2010 and through their CSEC Program, FSTC addresses the immediate life and safety issues for children and youth involved in the child welfare system. Contractor agrees to operate Supportive Services for Commercially Sexually Exploited Children (CSEC), and for Child Welfare Services (CWS)-involved children and youth at-risk of exploitation, and for Non-Minor Dependent (NMD) victims/at-risk youth and their families. The services include but are not limited to: community-based supportive services, victim advocacy, safety planning, individual and group therapeutic interventions, psychoeducation, life skills and personal development support.

Family Services of Tulare County will:

- Maintain a Youth Center and Human Trafficking Services Office in the city of Visalia.
- Maintain a full-time Youth Center Coordinator, full-time Victim Advocate (partial funding in this project) and a full-time Child & Family therapist (partial funding in this project) to provide direct supportive services to clients referred.
- Hire, train, supervise, and maintain appropriate staff and volunteers to meet program objectives. This will include background checks and fingerprinting of all staff and volunteers working in the program.
- Accept CWS referrals for services.
- Offer case management, advocacy, and a comprehensive array of individual supportive services to referred clients as appropriate.
- Offer group life skills classes, psychoeducational groups, clinical support groups and special events to referred clients and parents/resource families.
- Facilitate collaborative activities alongside CWS including working closely with ILP Coordinator and Resource Family Mentor to provide education to youth, service providers, and the broader community.
- Conduct outreach to CWS involved youth who have potentially experienced CSEC or who are at risk of exploitation and conduct outreach at various community events.
- Ensure that services are conducted appropriately with regard to the safety and security of all participants.
- Collect and maintain data on clients served by the CWS CSEC program and provide information and reports to CWS as requested.

Family Services of Tulare County
815 W. Oak Street
Visalia, CA 93291
(559)732-1970
caity.meador@fstc.net

- Attend meetings and participate in meeting with CWS as needed to coordinate services and ensure contractual compliance.

Target Population

Services will be provided to children, youth, and NMD who have been identified by CWS as victims of commercial sexual exploitation or are at-risk for exploitation. The program services are to be provided for the duration of the child or youth's open case or until age 21 in cases of NMD.

Services will be made available to clients with an open CWS case residing in the County of Tulare. Services may be offered at the various FSTC office locations (i.e. Rape Crisis Center, Counseling Center, etc.) or in other natural community setting as appropriate. In addition, FSTC will maintain a Youth Center and Human Trafficking Services Office called "Freedom House" in downtown Visalia located at 421 N. Church which will be partially funded by this contract and houses four full-time staff (1.58 FTE under this contract).

Referral Process

Referrals will be sent via encrypted email to the Youth Center Coordinator. The Coordinator will reply via encrypted email acknowledging receipt of referral.

Additional Expectations

Contractor will operate under the spirit of HIPAA for client confidentiality. Individual files are kept in locked filing cabinets and destroyed after five years. All staff receive training in confidentiality of client's records and sign confidentiality statements. No information is shared with any third party, with the exception of the referring party (CWS).

Outcome and Evaluation

Family Services of Tulare County will serve an estimated **60** children/youth with supportive services intended to treat or prevent commercial sexual exploitation.

Family Services of Tulare County
815 W. Oak Street
Visalia, CA 93291
(559)732-1970
caity.meador@fstc.net

Fiscal Year 2018-2019

Exhibit B

Maximum Amount Payable

The maximum amount payable for this agreement is **\$103,284.00** for the following fiscal year: July 2018-June 2019.

Payment Amount and Fee Schedule

Contractor will invoice monthly during the 12 month period between the months of July 2018 and June 2019 for wages and benefits for the full time CSEC Youth Center Coordinator, .30 Victim Advocate, .25 FTE Therapist and the .03 Clinical Services Manager to operate the CWS CSEC program. Contractor will invoice for the costs of General Office Expenses which are determined on an allocated basis based on wages. All purchases from this agreement shall be for the sole purpose of maintaining the drop-in Youth Center. The items purchased under this agreement shall continue to be utilized for the benefit of the CSEC program during the life of the service. Purchases for the maintenance of the CSEC Youth Center over an amount of \$500 shall be approved by Tulare County CWS prior to purchase.

No item from the CSEC Youth Center program site shall be removed from benefiting the program without prior written approval of the County of Tulare. Any supplies purchased for the benefit of the CSEC Youth program drop in center shall become the property of the County of Tulare upon the termination of the contract.

Contractor shall provide detailed monthly invoices for any maintenance fees and or supplies purchased for the program services during the term of this agreement.

Contractor shall submit detailed monthly invoices to the County by the 10th of the month following service. Payment for service shall be on a reimbursement basis for adequately documented costs in accordance with cost principles and standards of OMB circular A-87 as follows:

- Number of newly enrolled clients will be listed on invoice.
- Monthly Narrative of program achievements and collaborations shall be provided as back up documentation.

Exhibit B-1

Family Services of Tulare County
815 W. Oak Avenue
Visalia, CA 93291
(559) 741-7310

Funding:	CWS - CSEC	Agreement:	
Covering Expenditures for the Period:		7.1.18 to 6.30.19	

Budget Line Item	2017-2018 Budget
Salaries	
Therapist .45 FTE	21,225.00
Youth Center Coordinator 1 FTE	30,659.00
Victim Advocate .30 FTE	4,876.00
Clinical Services Manager .03 FTE	2,427.00
	59,187.00
Benefits	
Retirement (\$50 a month x 1.78 FTE x 12 mos)	1,068.00
Worker's Comp (approx 2.21% of wages)	1,308.03
FICA (7.65% of wages)	4,527.81
Unemployment (.7% of wages)	414.31
Disability (.4% of wages)	236.75
Health Insurance (20% of wages)	11,837.40
	19,392.30
Total Wages/Benefits	78,579.30
General Office Expense	
Consumables	801.78
Direct client assistance (i.e. incentives, tattoo removal, etc.)	4,500.00
Telephone	540.00
Internet	260.00
Postage	65.00
Building Rent	5,184.00
Utilities	1,080.00
Equipment Rental	618.00
Janitorial	627.00
M&R Equipment	216.00
M&R Building	130.00
Training	500.00
Insurance	300.00
Audit Fees	300.00
Payroll Service Fee	125.00
Technical Support/Case Mgmt Software Fees	1,600.00
	16,846.78
Indirect Costs 10%	7,857.93
	7,857.93
Budget Totals	\$ 103,284.00

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 CONTRACTPR 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.