

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 families housing assistance through the Housing Support 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, 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 **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/>

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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 pre-paid 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.


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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.

Date: 4/23/18

Community Services and Employment Training, Inc.
By 
Print Name Mary Alice Escarsaga-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
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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 ARM 5/8/18

Deputy

Matter # 2018423

STATEMENT OF WORK
July 1, 2018 THROUGH June 30, 2019

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, TulareWORKs Housing Support Program (HSP).

Eligibility: To be eligible for the HSP, "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 or
- b. In receipt of a judgment for eviction, as ordered by a court.

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSA), TulareWORKs Division.

Intake: Upon receipt of the TulareWORKs referral, Contractor staff will review and verify information to ensure all areas are completed. For individuals identified for potential eligibility for the program, Contractor will notify TulareWORKs liaison to verify CalWORKs/Housing Support Program eligibility. Contractor will contact eligible individuals within 48 hours of receipt of the referral.

Outreach and Recruitment: CONTRACTOR will coordinate outreach and recruitment. TulareWORKs will assist in these activities. CONTRACTOR shall conduct outreach throughout Tulare County.

Orientation: CONTRACTOR will meet with program participants and discuss services available through its Housing Assistance Program and any other programs administered by CONTRACTOR, including those provided by other agencies and organizations.

Initial Assessment: An initial assessment will be conducted by CONTRACTOR directly following the eligibility determination. CONTRACTOR will review an initial assessment to identify other support service needs.

Enrollment: When it has been determined that an applicant is a CalWORKs recipient and would benefit from housing assistance services, the applicant may be enrolled into the Welfare To Work (WTW) program if eligibility requirements are met. The participant becomes enrolled into CONTRACTOR programs immediately after receipt of referral or verified program eligibility. CONTRACTOR will provide culturally competent services to families when determining the appropriate services needed which includes budget goals, desired school area, WTW

participation, and other support services.

CONTRACTOR will target housing placement within 3-5 days up to 14 days based on availability of family housing need and/or housing inventory. If immediate housing is needed, Contractor will work with other housing support programs and entities to secure temporary housing.

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

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

Expectations/Outcomes:

CONTRACTOR shall strive to serve 75 CalWORKs families needing housing assistance due to homelessness. The average base assistance per family shall be \$3566. Families with extenuating circumstances may receive additional assistance as approved by HHSA TulareWORKs. The following are services eligible in the HSP:

- Housing assistance which may include temporary and permanent
- Housing deposit
- Utility assistance
- Moving assistance

Program Reporting:

The CONTRACTOR will submit monthly progress reports by the 10th of each month for all participants served during the report month. The report will include participant demographic information including but not limited to; DOB, SSN, age of all family members, types and amounts of HSP financial assistance and service activities provided in the program.

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 the following minimum information:

A tabulation of all case counts for the month by service category and eligibility status. The tabulation shall include case counts by the following categories:

Federal Eligible Cases

- Unemployed
- Employed

Non-Federal Eligible Cases

- Unemployed
- Employed

Non-MOE Eligible Cases

- Unemployed
- Employed

CONTRACTOR shall submit a "Housing Support Program Claiming Information" form with each monthly invoice. The case counts and eligibility status information can be obtained through the tabulation of the HHSA referral forms provided to the CONTRACTOR each month.

Housing Support Program 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 the housing assistance program and maintain documentation as necessary for the program year.

CONTRACTOR shall provide monthly program activity reports to TulareWORKs.

Additionally, CONTRACTOR shall monitor program participation and ensure all necessary services are provided through the case management process.

Case Management:

Services included in this category are:

- Referral for supportive or other necessary services is provided to assist families in addressing issues/barriers that may impede access to stable housing
- Financial Literacy Workshops
- Assistance with energy or housing subsidies.
- Referral if appropriate to Section 8 housing
- Referral to employment assistance programs
- Assist families in locating affordable housing and negotiating manageable and appropriate lease/rent agreements with landlords.

The case manager will be responsible to determine the family's needs and document the proposed course of action. Participants will be evaluated monthly to determine how they are progressing in the program and whether further assistance is needed. Additional financial assistance may be provided if the family has extenuating circumstances and with approval from HHSA TulareWORKs. Participants will be accessed for other programs in order to leverage all

financial assistance and services offered by CSET and other agencies/organizations.

Follow-Up Services/Retention Period: Follow up with the participant must be conducted every thirty (30) days for 3 months or up to 6 months on an as needed basis to verify the participant remains in unsubsidized housing.

HHSA WILL ASSIST WITH THE FOLLOWING SERVICES:

- **Program Referrals**
- **Eligibility determination**

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

Exhibit B

TulareWORKS Housing Support Program July 1, 2018 to June 30, 2019	
Salaries	\$ 61,042
Benefits	\$ 21,097
Payroll Processing Fees	\$ 1,134
Office Supplies	\$ 360
Cell phones	\$ 660
Internet	\$ 300
Telephones	\$ 170
Postage	\$ 180
Building Space	\$ 198
Utilities	\$ 524
Bldg Maintenance & Repair/Janitorial/Security	\$ 1,449
License & Permits	\$ 5
Equipment Rental & Lease	\$ 114
Equipment Maint. & Repair	\$ 120
Printing	\$ 155
Mileage	\$ 3,857
Staff Training/Registration	\$ 600
Client Support Services	\$ 247
Prof fee	\$ 3,191
Dues	\$ 2
Depreciation	\$ 1,200
Interest expense	\$ 172
General Liability	\$ 2,252
Operating SUBTOTAL	\$ 99,029
Housing Assistance	
75 clients	\$ 267,462
Clients SUBTOTAL	\$ 267,462
Indirect rate of 15.75%**	\$ 15,597
GRAND TOTAL	\$ 382,088

Staff	Annual wage	Term of Contract	Total Wage Expense
Department Director	7% FTE \$ 84,894	12 months	\$ 5,943
Assistant Director	17.50% FTE \$ 62,634	12 months	\$ 10,961
Senior Program Specialists			
#1	80% FTE \$ 37,194	12 months	\$ 29,755
#2	20% FTE \$ 36,342	12 months	\$ 7,268
Accountant	12.5% FTE \$ 56,921	12 months	\$ 7,115
	137.00%	Salaries	\$ 61,042
Benefits average	33.23%	Benefits	\$ 20,282
FICA	7.65%		
Workers Comp	1.07%		
Pension avg	4.28%		
Vacation accrual	3.85%		
State Disability	2.02%		
Benefits without Health	18.87%		
Health varies by staff			
Department Director	34.53%	annual	this contract
Assist. Dir	27.28%	\$29,313.58	\$ 2,051.95
SPS #1	33.00%	\$17,084.04	\$ 2,989.71
SPS #2	41.61%	\$12,275.51	\$ 9,820.41
Accountant	33.67%	\$15,120.74	\$ 3,024.15
		\$19,162.99	\$ 2,395.37

** Indirect rate is projected to be higher this new year than in the past. This is due to more expenses NOT being included in the MDTC (Modified Total Direct Costs) Total amount of indirect costs is less than 10% of the award.

Exhibit C

NON-PROFESSIONAL SERVICES **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. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate 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 must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. 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.

B. Specific Provisions of the Certificate

1. If any of 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 OF TULARE, 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 materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 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. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the 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.*

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
Deductibles and self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be forwarded to the COUNTY Risk Manager for approval.
- 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.