

**COUNTY OF TULARE  
SERVICES AGREEMENT WITH  
FAMILY SERVICES OF TULARE COUNTY**

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**THIS AGREEMENT** ("Agreement") is entered into as of July 1, 2018, 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 has the need for services of an independent contractor to provide Gang Awareness Parenting Program (GAPP) inmate program counseling services at Tulare County detention facilities or other locations, as provided in the agreement. GAPP is a program grant which is funded by First 5 of Tulare County.

**B.** CONTRACTOR has represented that it is ready, willing and able to promote such services.

**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, 2021 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.

<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
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**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 Sheriffs Office  
Assistant Sheriff and  
Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277  
Phone No.: 559-802-9435  
Fax No.: 559-733-4283

**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 County  
815 W. Oak  
Visalia, CA 93291  
Phone No.: 559-74107310  
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 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.

**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.

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

**FAMILY SERVICES OF TULARE COUNTY**

Date: 06/19/18

By 

Print Name Caitly Meader

Title Executive Director

Date: 6/19/18

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: August 14, 2018

By 

J. Steven Worthley, Chairman  
Tulare County 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  6/22/18  
Deputy Date

Matter # 20189609



## **EXHIBIT A SERVICES**

**1. SERVICES:** CONTRACTOR shall provide parenting skill development and violence prevention education to at least 80 incarcerated individuals with a child age 5 or younger and to at least 40 of their co-parents or children's caretakers at home (outmate) services for the COUNTY detention facilities per year.

### **2. COUNTY RESPONSIBILITIES:**

(a) The Jail Division Commander, or such other person as the County shall designate in writing, or an assignee of the County designee, shall be the liaison between CONTRACTOR and the COUNTY with respect to all communications, billing and invoicing necessary for the execution and performance of this contract.

(b) COUNTY shall make necessary background checks on all personnel which the CONTRACTOR assigns to work in Tulare County detention facilities. Background checks must be completed on all CONTRACTOR personnel before placement into a county detention facility. The Sheriff reserves the right to refuse admittance to any CONTRACTOR personnel at his sole discretion. (c) The COUNTY shall immediately notify the CONTRACTOR of a decision to refuse admittance to any CONTRACTOR employee assigned to the detention facilities. CONTRACTOR will immediately remove the employee from the facility.

(d) COUNTY will provide direction to CONTRACTOR employees in the event of any disturbances or security related incidents while such employees are inside the detention facilities. CONTRACTOR employees will immediately follow the directions of correctional staff in such circumstances.

(e) COUNTY designated watch commander will resolve immediate disputes involving jail staff and the CONTRACTOR in matters such as work location and security measures.

(f) The COUNTY will provide ingress/egress, subject to security requirements, for the CONTRACTOR employees at all county detention facilities within the scope of this agreement.

### **3. CONTRACTOR RESPONSIBILITIES:**

(a) Provide assistance only to individuals identified and referred by the COUNTY Sheriff's Office Inmate Programs Specialist.

(b) Contact and visit the co-parent or child caretaker of inmates who want to participate in the program to explain GAPP services and determine if they agree to participate.

(c) Provide staff trained in the implementation of the Adults and Children Together Against Violence Program including the ACT *Parents Raising Safe Kids* curriculum, and knowledgeable about impact on child development of exposure to violence, the link between violence in the home and gang violence, confidentiality, cultural issues, boundaries, general awareness of gang issues in Tulare County, and the elements essential to a successful home visitation model.

(d) Conduct an initial assessment with all participants to identify issues and needs and to complete evaluative tools and pre-tests.

(e) Schedule and meet weekly or otherwise regularly with program participants both in the correctional facility and in the home to facilitate the *Parents Raising Safe Kids* curriculum.

(f) May refer and link participants to additional community services.

(g) Attend staff or collaborator meetings or other program related functions as requested by TCSO.

(h) Complete program required documentation and reporting including monthly invoicing.

(i) Carry out or participate in outcome evaluation, including post service assessment or tests. At least 48 of the inmates administered an initial assessment and at least 24 outmate participants that were administered an initial assessment will complete a post ACT assessment per year.

(j) Provide feedback and ideas to TCSO for program modifications or future development.

(k) Provide two age appropriate children's books to children's caregiver (outmate) enrolled in the GAPP program during enrollment and graduation from the program. Outmate participant will also be given the opportunity to participate in the GAPP book exchange system once a month.

(l) Provide trainings that will focus on issues that directly relate to the population served, depending on training availability and population needs. Number of hours and titles of training provided based on needs will be documented.

(m) Parent Educators will provide 720 classes of the 8-week ACT curriculum to inmates and 480 classes to outmate participants per year. The goal is to increase their knowledge of the effects of violence on their child, child development, age appropriate activities, proper disciplinary techniques, effects of television, children's aggression, the effects of gang violence, and the effects of domestic violence per year.

(n) Parent Educators will conduct 1014 jail visits with incarcerated inmates and 546 home visits with outmate participants per year.

**EXHIBIT B  
PAYMENT FOR SERVICES**

**1. COST OF SERVICES:** The parties anticipate that the cost of the services from Family Services of Tulare County for the three-year funding cycle, which includes two qualified Parent Facilitators, will be \$365,010. Of the \$365,010, 75% will be paid from the GAPP grant and the First 5 of Tulare County 25% required match will be paid from the Inmate Welfare Trust Fund.

**2. METHOD OF PAYMENT:** Contractor shall bill the Business Office of the Tulare County Sheriff's Office on a monthly basis for the expenses incurred by the CONTRACTOR in the provision of services as outlined in the budget.

**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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by 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.