

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 CONTRACTOR for the purpose of providing a structured, evidence-based home visitation programs that provide direct skill training to high-risk parents.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CWS 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, 2019 and expires at 11:59 PM on June 30, 2022, 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
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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:

Family Services of Tulare County
 815 W. Oak Ave.
 Visalia, CA 93291
 Phone No.: 559-732-1970
 Fax No.: 559-732-1987

(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.

COUNTY OF TULARE
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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: 04/05/19

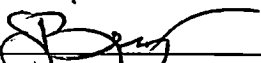
Family Services of Tulare County

By 

Print Name Caitly Mcader

Title Chief Executive Officer

Date: 04/05/19

By 

Print Name Stephanie Barrage

Title Chief Financial Officer

[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: JASON T. BRITT
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 *CLM/RZ 7/1/19*
Deputy
Matter # 2019552

EXHIBIT A
2019/2020-2021/2022

CONTRACTOR shall provide the services detailed below.

A. EVIDENCE BASED PRACTICE

SafeCare

CONTRACTOR shall provide Parent Educators for the SafeCare Home Based Visitation Program. The curriculum used will follow the SafeCare Model to provide home-based training for parents who are at-risk or have been reported for child abuse and neglect. The program will be provided in both English and Spanish. SafeCare has three modules to improve parent/child interactions, home environments, and problem solving skills. These modules are:

- Infant and Child Health
- Home Safety
- Parent-Child/Parent-Infant Interactions

SafeCare is to be delivered in home by trained staff carrying caseloads of no more than 10-12 families at one time. The primary target population is families served with children aged 0-5. SafeCare may also occasionally serve families with children aged 6-7. Service delivery is typically four to six months (18-20 weeks). The Parent Educators will attend all required Safe Care training. Contractor agrees to adhere to the SafeCare model fidelity.

CONTRACTOR shall provide training, coaching, mentorship, and facilitation of monthly meetings to ensure SafeCare model fidelity is both maintained at their site and at six (6) Family Resource Agencies in Tulare County. This will include:

- Facilitating one monthly group face-to-face with all SafeCare Home Visitors.
- Facilitating one monthly group face-to-face with all SafeCare Coaches.
- Provide local training for New SafeCare Home Visitor Certification, up to twice per year.
- As needed, provide assistance with individual coaching sessions for all newly trained Home Visitors to achieve certification, and coaching sessions and fidelity monitoring for Home Visitors upon being certified.
- Provide local training for Coach Certification, up to twice per year; coach training will be provided with the ongoing goal of having at minimum one certified Coach per Family Resource Center.
- Provide coaching sessions and fidelity monitoring for Coaches upon being certified.
- Provide ongoing availability of FSTC Coaches to answer questions from all home visitors.

Family Services of Tulare County agrees to maintain a minimum of two certified Trainers, and four certified Coaches at all times.

Parenting Wisely

Family Services of Tulare County
815 W. Oak, Visalia, CA 93291
(559) 732-1970

Family Services shall provide Parent Educators for the “Parenting Wisely” curriculum in the instances where older children are in the home or there are other extenuating circumstances. Parenting Wisely is a self-administered, highly interactive computer-based program that teaches parents and children, ages 7-18, skills to improve their relationships and decrease conflict through support and behavior management. The program utilizes an interactive website (or CD-ROM) with nine video scenarios depicting common challenges with adolescents. This program is a minimum 8-week program delivering services for CWS referrals for parenting education & life skills training utilizing the “Parenting Wisely” curriculum. Life skills training is based on the individual need and may include topics such as: first Aid, food handling and storage, shopping for nutrition, hygiene, household organizing, cleaning and sanitation, health and dental prevention practices, access to health and dental care, community resources, understanding prescription dosages, general child safety in and out of the home, car seat safety, and why early intervention matters.

B. TARGET POPULATION

CONTRACTOR shall provide services to the benefit of a child that has been referred by Child Welfare Services. Services shall be provided directly to the parents or primary caregiver of such a child, in order to provide families with necessary prevention and early intervention mental health that promote wellness and recovery.

C. CONTRACTOR SHALL:

1. Provide evidenced-based, low-intensity, short-term sessions targeting parents of children who are experiencing a broad range of emotional, behavioral, and family problems.
2. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations.
3. Refer families to additional prevention and early intervention mental health services that promote wellness and recovery.
4. Utilize existing collaborations and community resources to leverage the resources of the PEI Safe Care program and Parenting Wisely program. Assigned staff will work flex schedules as needed to meet the needs of the population served.
5. Ensure that input from mental health consumers and consumer family members are integral to the development, implementation, and ongoing activities of the PEI SafeCare and Parenting Wisely program.
6. Collaborate with the Tulare County Department of Mental Health Child Welfare Services and Family Resource Centers to implement SafeCare (an approved evidence-based practice) and to coordinate the efforts of this program.

D. OUTCOME AND EVALUATION

1. Number of Individuals/Families to be Served - **SafeCare**

CONTRACTOR shall serve a minimum of one hundred five (105) unduplicated families in each of the contract years 2019/2020-2021/2022. Fifty-five percent of the families served shall complete all three modules and graduate with a SafeCare certificate.

FISCAL YEAR	FAMILIES SERVED	FAMILIES SAFECARE CERTIFIED
2019-2020	105	59
TOTAL	105	59
FISCAL YEAR	FAMILIES SERVED	FAMILIES SAFECARE CERTIFIED
2020-2021	105	59
TOTAL	105	59
FISCAL YEAR	FAMILIES SERVED	FAMILIES SAFECARE CERTIFIED
2021-2022	105	59
TOTAL	105	59

2. Number of Individuals/Families to be Served – **Parenting Wisely**

CONTRACTOR shall serve a minimum of thirty-nine (39) unduplicated families in each of the contract years 2019/2020-2021/2022. Fifty-five percent of the families served shall complete all three modules and graduate with a Parenting Wisely certificate.

FISCAL YEAR	FAMILIES SERVED	FAMILIES COMPLETED
2019-2020	39	21
TOTAL	39	21
FISCAL YEAR	FAMILIES SERVED	FAMILIES COMPLETED
2020-2021	39	21
TOTAL	39	21
FISCAL YEAR	FAMILIES SERVED	FAMILIES COMPLETED
2021-2022	39	21
TOTAL	39	21

3. Program Evaluation

CONTRACTOR shall develop internal methods for evaluating effectiveness of the program and shall also arrange for local evaluations that address the expected outcomes of the SafeCare and Parenting Wisely Programs.

SafeCare

Parents will be trained in treating children's illnesses and maximizing their own healthcare skills (Health Module), positive and effective parent-child interaction skill (Parenting Module), and maintaining low-hazard homes (Safety Module). A pre and post assessment will be administered for each module. The effectiveness of these training components will be evaluated as the change in the parents' score on role play situations for child health problems, hazards present in the home, and the frequency and quality of parent-child interactions during activities of daily living. Parents receive credit for passing a module only after they have mastered the learning objectives at a minimum of 80%.

a. Individual-Level Outcomes

1. Health Module

- Increased parental capacity to identify symptoms of illnesses and injuries, and seek the most appropriate health treatment for their child.

2. Home Safety Module

- Significant reduction in the number of hazards in the home.

3. Parent-Child/Parent-Infant Interactions Module

- Increased number of positive parent/child interactions, and stimulating activities.

4. Problem Solving and Counseling

- Increased parental structured problem-solving skills (e.g., framing the problem, generating potential solutions, identifying pros and cons of solutions, choosing a solution, and acting).

b. System-Level Outcomes

- Improved access to mental health services.
- Increased cooperation between agencies, systems, and programs.
- Increased early intervention services in rural and isolated communities.

c. Community-Level Outcomes

- Short-term: increased family access to wellness and recovery early intervention services; increased utilization of prevention services; a reduction in disparities in the access of mental health service; and the creation and/or strengthening of relationships between Tulare County Mental Health and the community partners.
- Intermediate-term: children display a decrease in the negative outcomes that may result from a mother's untreated mental illness, decrease stigma associated with accessing mental health services.

Parenting Wisely

Parenting Wisely outcomes to be addressed include:

Family Services of Tulare County
815 W. Oak, Visalia, CA 93291
(559) 732-1970

- a. Individual-Level Outcomes
 - Improved positive parenting strategies.
 - Increase in behaviors related to protective factors, and reduction in behaviors related to risk factors.
 - Decreased family stressors that negatively impact the child's mental health.
- b. System-Level Outcomes
 - Improved access to mental health services.
 - Increased cooperation between agencies, systems, and programs.
 - Decrease costs associated with higher levels of care
- c. Community-Level Outcomes
 - Increased utilization of early intervention services in rural and isolated communities.
 - Reduce stigma associated with accessing mental health services
4. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA.
5. Annual Report
 - a. CONTRACTOR will work with CWS to develop an evaluation plan listing all evidence-based measures, surveys and any other outcome measurements that will be completed by populations served (e.g., consumers, family members, staff, community service providers) within 60 days of contract start.
 - b. CONTRACTOR will analyze outcome data in accordance with methods outlined in the established evaluation plan and generate a summary report of findings including system outcomes to demonstrate system change over time.
 - c. CONTRACTOR will provide the Tulare County Department of Mental Health with a copy of the summary report within 60 days of the close of the contract year per MHSA PEI requirements.
6. MHSA manager and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.
7. CONTRACTOR shall develop a system for using data across the continuum of family interaction services to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps. Contractor agrees to collect all required data defined by CWS. CWS will supply a spreadsheet defining the data to be collected.
- E. ADDITIONAL EXPECTATIONS

Family Services of Tulare County
815 W. Oak, Visalia, CA 93291
(559) 732-1970

1. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with the Tulare County Department of Mental Health and all agencies identified by the Mental Health Department. No work developed under the contract may be considered proprietary or may be sold for additional profit.
2. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.

EXHIBIT B

COMPENSATION

FY 2019/2020-2021/2022

A. MAXIMUM AMOUNT PAYABLE

The maximum amount payable for this agreement is \$943,533 for each of the following fiscal years:

FY 2018-2019	\$314,511
FY 2018-2019	\$314,511
FY 2018-2019	\$314,511

B. PAYMENT AMOUNT AND FEE SCHEDULE

Contractor shall submit detailed monthly invoices to the County within 30 days from the date of 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. This agreement will fund five and a half (5.23) FTEs to operate the SafeCare program. Reimbursement for services is contingent upon receipt of state and/or federal funds.

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.*

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Cathy Meader Date: 02/14/19

Contractor Name Family Services of Tulare County

Signature [Handwritten Signature]