

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 PARENTING NETWORK, 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 develop a community-based, in-home respite care service that is strength-based, child and family centered, and needs driven; and
- B. CONTRACTOR has the experience to provide respite care services for dependent children and children at risk of detention throughout Tulare County. This service is designed to provide temporary relief for foster parents, relative care takers, and parents; 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, 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 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. Complete Exhibits D, E, F, G, G-1, and H 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

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:

PARENTING NETWORK, INC.
330 N. Johnson St.
Visalia, CA 93291
Phone No.: 559-625-0384
Fax No.: 559-625-1533

(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.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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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: 7/31/19

PARENTING NETWORK, INC
By [Signature]
Print Name Mike Gibson
Title ED

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: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy

Matter # _____

Exhibit A

Parenting Network, Inc.
330 N. Johnson St. - Visalia, CA 93291
(559) 625-0384

FY 2019-2020

Program Purpose:

Respite care is provided for the purpose of providing support to foster parents, relative care takers, and parents in Family Reunification, Voluntary Family Maintenance, NFREM, or Family Maintenance and to allow:

- Foster parents and relative care takers to:
 - Participate in Foster Parent Association meetings and events.
 - Participate in planned training designed to increase their skills and abilities to provide care and supervision to children placed in their homes.
 - Provide short-term respite care (child care services) that affords them an opportunity to rejuvenate so their families can remain strong.
- Parents to:
 - Participate in their court ordered case plan services.
 - Provide short-term respite care (child care services) that affords them an opportunity to rejuvenate so their families can remain strong.

Services to be Performed and Location:

- Contractor agrees to operate the "Parenting Network Respite Care Program," delivering community-based, in-home respite care services designed to provide temporary relief for foster parents, relative care takers, and parents in Voluntary Family Maintenance or Family Maintenance by providing child care to children with open Child Welfare Services (CWS) cases.
- Contractor agrees to accept referrals from CWS Manager and deliver temporary respite care services to the identified target populations.
- Contractor agrees to provide a written narrative report regarding any issues that may arise during any respite care event that may present a health/safety risk to the child, or the respite care worker, to CWS immediately by phone and in writing within 48 hours of the telephone request.
- Contractor agrees to perform services in-home or at another appropriate site for all CWS referrals.
- Respite care services shall be limited to **80 hours during any six-month period** in accordance with CWS Policies (reference Program Memo #75) and with the Parenting Network Respite Care Protocol. Additional hours of respite care may be provided only after the continuing need for such has been reviewed and after it has been authorized by CWS via a new referral to Contractor for the continuation of respite care services.

- Contractor will track the referrals, number of hours of respite care provided per family, and provide this information to CWS with their monthly invoice.
- Contractor agrees to meet with CWS as scheduled to review the Respite Care program's use, expenditures, and to review/discuss any issues arising from the delivery of said services.
- Contractor agrees that the purpose of the Respite Care Program is to provide child care in measured dosages to foster parents, relative care takers, and parents in Voluntary Family Maintenance, NFREM or Family Maintenance seeking temporary relief for the reasons outlined in the Program Purpose statement above.

Target Population:

Contractor agrees to provide services to the benefit of a child who has been detained by Child Welfare Services (CWS). Participants shall be referred by CWS to Contractor when respite care services are needed. Contractor agrees to provide temporary in-home and/or community-based respite care (child care) services for the following persons as referred by CWS Manager:

- Foster Parents/Relatives caring for children in the Family Reunification (FR) program component and who are placed in their care.
- Foster Parents/Relatives participating in Foster Parent Support Group meetings with CWS.
- Foster Parents/Relatives who are participating in training to increase their skills and abilities to provide care to children in their care.
- Foster Parents/Relatives who are providing care for drug exposed infants/toddlers under their supervision that affords them temporary relief from the stresses of providing intense care.
- Parents who are participating in the Voluntary Family Maintenance (VFM) program component.
- Parents who are participating in the Family Maintenance (FM) program component.
- Parents who are participating in the Family Reunification (FR) program component under the direction of Child Welfare Services (CWS).
- NFREM's providing care for children under the supervision of CWS.

Referral Process and Client Contact:

CWS will utilize the Respite Care Program Referral Form as a basis for program referrals for Respite Care. Contractor shall acknowledge receipt of referral to CWS within 24 hours, and shall attempt to contact the referred party (ies) within one working day to confirm a respite care appointment. Contractor shall maintain the "Parent/Foster Parent/Guardian Permission Form" as verification of parent voluntary permission to care for child in parents' absence.

Notice of Adverse Conditions, Non-Compliance and Joint Responsibilities:

- Child Welfare Services shall make every reasonable effort to make known to Contractor cases where there is a case history of violence, restraining orders, or child sexual abuse.

- Child Welfare Services will provide notification to Contractor when a client is no longer eligible for services under this agreement.
- Contractor shall immediately notify Child Welfare Services in instances where client:
 - Is no longer able to benefit from services.
 - Is not participating within the terms of the agreed upon Protocol.
 - Is exhibiting behaviors that would otherwise eliminate the client as a candidate to benefit from the services.

Child Abuse Reporting:

Contractor shall establish a procedure acceptable to CWS to ensure that all employees or volunteers performing services under this Agreement report child abuse or neglect to a Child Protective Services as defined in Penal Code, Section 11166.

Evaluation, Client Satisfaction & Engagement Outcomes:

- Contractor agrees to provide County with a 2-page summary report evaluating client satisfaction and engagement which shall be provided to CWS no later than July 31, 2020.
- Contractor agrees to measure Client Satisfaction and Engagement outcomes, as required by Tulare County CWS.
- Contractor shall measure Client Engagement Satisfaction, Short-Term and Intermediate Client Outcomes and maintain outcome tools and surveys on file for inspection by County staff.

Exhibit B

Parenting Network, Inc.
330 N. Johnson St. - Visalia, CA 93291
(559) 625-0384

July 1, 2019 – June 30, 2020

A. MAXIMUM AMOUNT PAYABLE

The maximum amount payable for this agreement is \$ 290,000 for fiscal year 2019-2020

B. BUDGET LINE

Child Welfare Services: 001-142-4020-7043

C. COMPENSATION

Contractor shall submit detailed monthly invoices to the County by the tenth of the following month that the service is provided. The tracking log shall adequately document the following items and is to be submitted with each monthly invoice for service:

- Who was served
 - The date of service
 - The number of hours of respite care provided
 - The number of cumulative hours delivered for the individual family, and
 - A notation to distinguish respite care delivered to foster parents, relative, or parents
- 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 which include the following requirements:
 - Costs shall be adequately documented
 - Direct cost shall be specifically identified to services performed
 - Employees shall be compensated for time specifically identified to service performed
 - Travel expenses shall be specifically identified to service performed; and
 - A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service

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, 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.

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 Mike Orban Date: 2/20/19

Contractor Name Parenting Network

Signature [Handwritten Signature]