

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 **FIRST 5 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 administration of the Home visitation "Parents as teachers" program; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to this 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, 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 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, 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 checked="" 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 pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY
 CONTRACTS UNIT
 5957 S. Mooney Boulevard
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-737-4059

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:

FIRST 5 TULARE COUNTY
 200 N. Santa Fe
 Visalia, CA 93292
 Phone No: 559-622-8650


(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.

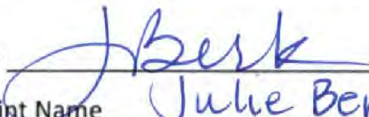
8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE
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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: 10/7/19
By 
Print Name Pete Vander Poel
Title Vice Chair, First 5

Date: 10/7/19
By 
Print Name Julie Berk
Title Chair, First 5

[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 # 20191536

FIRST 5 TULARE COUNTY
STATEMENT OF WORK
July 1, 2019, through June 30, 2020
Exhibit A

THIS STATEMENT OF WORK IS BETWEEN THE COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY/TULAREWORKs (HHS/TW) and FIRST 5 TULARE COUNTY, HEREAFTER REFERRED TO AS SUBRECIPIENT.

I. PURPOSE

The purpose of this agreement is to set forth the terms and responsibilities for HHS/TW and the SUBRECIPIENT to provide services under the California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP) formally referred to as Home Visiting Initiative (HVI) to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty. The long-term goals for CalWORKs HVP participants are expanding their future educational, economic, financial capability opportunities, and improving the likelihood that they will exit poverty.

II. BACKGROUND AND AUTHORITY

Assembly Bill 1811 (Chapter 35, Statutes of 2018) codified the requirements for the California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Initiative (HVI). The Budget Act of 2019, appropriated approximately \$89.6 million for HVP allocated for July 1, 2019, through June 30, 2020. Continued funding for HVP is subject to appropriation in the annual Budget Act.

The Home Visitation "Parents as Teachers" Program is an early childhood parent education, family support, and school readiness home visiting model where educators (HOME VISITORS) work with pregnant women, parents, and caregivers (PARENTS) to strengthen protective factors and ensure that young children are healthy, safe, and ready to learn.

III. TERM

This Agreement shall remain in full force and effect until June 30, 2020, for CalWORKs Home Visiting Program funding, or until the Agreement is otherwise terminated, whichever comes first.

IV. HEADINGS

Section headings are inserted for organizational purpose only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

V. SCOPE OF WORK

A. Subrecipient Responsibilities

1. **Referrals:** Accept all referrals from HHSA/TW. In the event of a waitlist for HVP services, priority will be given to CalWORKs families consisting of a pregnant individual with no other children at the time of the enrollment or a first-time parent/caretaker relative of a child less than twenty-four months. PARENTS shall be assigned a Home Visitor as soon as possible but no later than three (3) business days after referral is received.
2. **Enrollment:** For the purpose of enrollment into CalWORKs HVP, the family becomes enrolled at the time the PARENT agrees to receive services from the SUBRECIPIENT.
 - a. SUBRECIPIENT agrees to enroll a minimum of 160 families in fiscal year (FY) 2019/20.
3. **Screening and Assessment:** Use standardized data collection tools such as screenings, assessments, questionnaires, and interviews to evaluate and develop an individualized service plan based on the family's needs.
4. **Service Delivery:** Provide coaching and guidance through regular, planned home visits and group socialization activities. Services shall be provided in the family home or at a safe community space near the PARENTS.
5. **Material Goods:** As needed, a once-in-a-lifetime amount not exceeding \$500 can be used to purchase goods related to care, health, and safety specific to the needs of a CalWORKs HVP participant's household. HOME VISITORS shall assist the HVP family by purchasing or obtaining the necessary material goods on behalf of the family. Under no circumstances should gift cards or other monetary exchanges occur. Material goods include, but are not limited to:
 - a. Child safety kits
 - b. Car seats
 - c. Appliance repairs
 - d. Adaptive equipment for children with disabilities
 - e. Resources related to child and family language and literacy needs
6. **Resources/Referrals:** HOME VISITORS shall collaborate with other service providers to leverage and expand resources and referrals. Referrals may be oral or written. Participants shall receive resources and referrals for the following, but not limited to:
 - a. Prenatal, infant, or toddler care
 - b. Infant and child nutrition
 - c. Parent education, parent and child interaction, and child development
 - d. Child care

- e. Job readiness and barrier removal
 - f. Domestic violence and sexual assault, mental health, and substance abuse treatment
 - g. Immigration legal services
7. **Duration of Services:** Home visiting shall continue to be offered for 24 months or until the child's second birthday (whichever is later), or until the individual terminates his or her own participation in the program. If the PARENT exits the CalWORKs program, voluntary home visiting services may continue until completion of the program or until the PARENT terminates his or her own participation.
8. **Communication:** Utilize the PLAY 2 Provider Summary, which enables communication from the SUBRECIPIENT to HHS/TW staff. A completed PLAY 2 shall be submitted within 48 hours following a change in PARENTS' status. Some examples include, but are not limited to the following:
- a. PARENT's enrollment date with the SUBRECIPIENT
 - b. Referrals made by the SUBRECIPIENT to Public Health or the WTW program on behalf of the PARENT
 - c. Termination of the PARENT's participation in CalWORKs HVP services
9. **Outreach:** Conduct outreach through HHS/TW-developed materials, public service announcements, networking with local agencies, and other means to notify possible CalWORKs HVP-eligible families of the availability of the program. In addition, and at the discretion of HHS/TW District Office management, SUBRECIPIENT may work with HHS/TW to provide outreach in designated TulareWORKs District Offices by attending Welfare-to-Work (WTW) orientations, provide outreach materials, and streamlining the enrollment process. A schedule will be developed by HHS/TW to allow for these outreach efforts.
10. **Training:** All HOME VISITORS shall complete training in the following areas prior to serving families enrolled into CalWORKs HVP and on a minimum of an annual basis thereafter:
- a. Applying for and troubleshooting issues regarding CalWORKs, CalFresh, Medi-Cal, and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
 - b. Self-Assessment (Implicit and Explicit Bias)
 - c. Inter-Cultural Competence
 - d. Trauma-Informed Care
 - e. Disproportionality
11. **Documentation and Record Keeping:** Establish and maintain clear and concise documentation and records that are pertinent to this Agreement for at least four (4) years from the date the family is dis-enrolled from CalWORKs HVP.

12. Data Collection and Reporting: Utilizing an HHS/TW-developed data monitoring report, any data necessary for CalWORKs HVP administration and participant outcomes must be reported to HHS/TW by the 20th of the month following the report month. This data will be used by HHS/TW to create a report due to the State on a monthly basis. The following data is to be provided:

- a. SUBRECIPIENT Performance:
 - Number of referrals received by the program
 - Number of child screenings
 - Number of group socialization activities provided
 - Number of home visits completed, including data on duration of families' enrollment in home visiting services
 - Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, employer and certification status, and future training needs of the home visiting workforce

- b. Caseload Summary:
 - Individuals who declined home visits
 - Individuals receiving home visits
 - Home visits attempted (but not completed)
 - Home visits completed

- c. Referrals and Services:
 - Individuals receiving referrals due to Developmental Screening completed by the home visitor
 - Individuals referred to prenatal care
 - Individuals receiving prenatal care after referral
 - Individuals referred to infant and toddler health care
 - Individuals receiving infant and toddler health care after referral
 - Individuals referred to infant and child nutrition services
 - Individuals receiving infant and child nutrition services after referral
 - Individuals referred to work readiness services
 - Individuals receiving work readiness services after referral
 - Individuals referred to academic or instructional services
 - Individuals receiving academic or instructional services after referral
 - Individuals referred to intimate partner violence services
 - Individuals receiving intimate partner violence services after referral
 - Individuals referred to substance abuse services
 - Individuals receiving substance abuse services after referral
 - Individuals referred to mental health services
 - Individuals receiving mental health services after referral
 - Individuals referred to housing support
 - Individuals receiving housing support after referral

- Individuals referred to CalFresh
- Individuals receiving CalFresh after referral
- Individuals referred to immigration legal services
- Individuals receiving immigration legal services after referral
- Individuals referred to English as second language services
- Individuals receiving English as second language services after referral
- Individuals referred to other services not listed
- Individuals receiving other services not listed after referral

13. **Invoices:** Submit all quarterly invoices in a format provided by HHSA/TW electronically to PLAY@tularehhsa.org, by the 40th day following the end of the quarter services were provided. Invoices shall detail actual expenditures incurred in accordance with Exhibit B. Payments shall be remitted for the term of this Agreement not to exceed \$915,000.

B. HHSA/TW Responsibilities:

1. **Referrals to Subrecipient:** Screen families for appropriateness, make the CalWORKs HVP eligibility determination, prioritize the PARENT's and child(ren)'s needs, and document the information on a referral. HHSA/TW shall submit completed referrals to SUBRECIPIENT within three (3) business days
 - a. HHSA/TW agrees to refer a minimum of 160 families in FY 2019/20.
2. **Coordinated Services:** Coordinate activities with the SUBRECIPIENT to avoid any duplication of services or conflict in the PARENT's participation schedule. HHSA/TW will also incorporate any recommended activities by the SUBRECIPIENT into the PARENT's WTW or Family Stabilization plan, if appropriate.
3. **Subrecipient Monitoring:** Pursuant to 2 CFR 200.328 and 2 CFR 200.331, HHSA/TW is required to provide general oversight over SUBRECIPIENT activities and ensure that SUBRECIPIENTS are following grant guidelines and possess adequate internal controls to maintain compliance. SUBRECIPIENT monitoring may include site reviews, regular contacts, interviews, meetings, and examination of records, as well as requiring that SUBRECIPIENT be subject to an annual Single Audit.
4. **Payment for Services:** Reimburse costs for CalWORKs HVP services according to the services invoiced and the terms in Exhibit B.

C. HHS/TW and Subrecipient Mutual Responsibilities

1. **Collaboration:** Maintain and provide contact information for a lead representative for CalWORKs HVP to coordinate activities relating to the terms of this Agreement and to facilitate the exchange of information.
2. **Coordinated Meetings:** Participate in multi-disciplinary group meetings that focus on CalWORKs HVP services to share best practices, improve service delivery, ensure systems integration, and develop solutions to issues that may arise. Partners may include, but are not limited to, local home visiting agencies and home educators, representatives of County programs, home visitors, family resource centers, and other interested parties. In addition, attend quarterly group meetings that will provide HOME VISITORS additional and on-going partner cross-trainings, as well as topic-specific trainings that are required by the CalWORKs HVP.
3. **Data Sharing:** Agree to demonstrate that specific steps are implemented to ensure that data is kept secure and confidential. In addition, HHS/TW and the SUBRECIPIENT shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media).
 - a. All confidential data made available in order to carry out this Agreement will be protected from unauthorized use and disclosure through the observance of the same or more effective means as that required by the State Administrative Manual Sections 5300-5399, Civil Code Section 1798 et seq., Welfare and Institutions Code Section 10850, and other applicable federal and/or state laws governing individual privacy rights and data security.
4. **Reporting:** Comply with the reporting requirements set forth by the California Department of Social Services (CDSS) and the CalWORKs HVP.
5. **Confidentiality:** Both HHS/TW and SUBRECIPIENT and their employees shall comply with the provisions of Section 10850 of the Welfare and Institutions Code, and the CDSS's Manual of Policy and Procedures, Division 19 Regulations to assure that all records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose. No person shall publish or disclose, or use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant for or recipient of public social services.

VI. GENERAL PROVISIONS

- A. Mandated Reporting:** HOME VISITORS are mandated reporters pursuant to Penal Code Sections 11164-11174.3 and are required to report suspected abuse or neglect to the Emergency Response Hotline at 1-800-331-1585.
- B. Amendments:** This Agreement may be modified only by a written amendment signed by HHS/TW and SUBRECIPIENT.
- C. Termination:** HHS/TW or SUBRECIPIENT shall have the right to terminate this Agreement by giving the other party thirty (30) calendar days' prior written notice of its intention to terminate, specifying the date of termination.
- D. Supplanting:** CalWORKs HVP funds are not permitted to supplant expenditures from any other existing funding sources subject for home visiting services.
- E. Qualification for Federal Award:** Pursuant to federal regulations, SUBRECIPIENT must be in good standing with the federal government to receive federal funding. SUBRECIPIENT certifies, to the best of its knowledge and belief, that it is neither suspended nor debarred from receiving federal funds.
- F. Subcontractors:** The SUBRECIPIENT will include the provisions of Section IV and V in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- 1. Duty to Inform:** HHS/TW and SUBRECIPIENT agree to inform all of their employees, agents, subcontractors, and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said state law may be guilty of a misdemeanor and/or liable for civil and criminal penalties.



2019/2020 BUDGET (Exhibit B)

Provider Name: First 5 Tulare County
 Program Name: Home Visiting Program (HVP)
 Contract Term: July 1, 2019 - June 30, 2020

Budget Categories	19/20 Budget
Personnel	
PAT Supervisor	\$ 32,704
Chief Program Officer	17,695
Benefits	16,207
Sub-Total Personnel and Benefits	\$ 66,606
Program Expense	
Subcontractors	\$ 744,794
Training & Travel	2,000
Data Collection	12,000
Program Materials and Supplies	3,970
Affiliate Application Plan Fees	1,850
Meeting Costs	600
Sub-Total Program Expense	\$ 765,214
Capital Expense	
Sub-Total Capital Expense	\$ -
Indirect Expense	\$ 83,180
TOTALS	\$ 915,000

NON-PROFESSIONAL SERVICES (EXHIBIT C)
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 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 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 FIRST 5 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 MICHELE EATON Date: 10-7-19

Contractor Name FIRST 5 TULARE COUNTY

Signature Michele Eaton