

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 supervised visitation services to families whose children have been placed in out-of-home care.
- 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, 2020 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 **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 prepaid 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.

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.

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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: 05/07/2020

Family Services of Tulare County

By 

Print Name Caitly Meader

Title Chief Executive Officer

Date: 05/07/2020

By 

Print Name Zephira Hartley

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

Approved as to Form
County Counsel

By Eric Scott
Deputy
Matter # 2020369

815 W. Oak Street
Visalia, CA 93291
(559) 732-1970
caity.meader@fstc.net

Scope of Work - Fiscal Year 2020-2021

Exhibit A

Grant Services to be charged against
Child Welfare Services 001-142-4020-7043

Intensive Supervised Visitation Centers Program

Family Services of Tulare County will organize and be responsible for a Supervised Visitation Centers program in Tulare County. The supervised visitation service will be for the benefit of clients of Child Welfare Services (CWS) who are working to reunify with their children. The services and costs may be modified by mutual written consent of both parties. Reimbursement for services is contingent upon receipt of state and/or federal funds for this purpose.

Visitation is the heart and linchpin of reunification, providing education and family support. It preserves family ties and provides education to the parent so that they may successfully reunify with their children. In support of Safety Organize Practice (SOP) these principles aim to build and strengthen partnerships with Family Services, CWS, and the families. A central belief of SOP is that all families have strengths. SOP integrates strategies and techniques that align with the belief that a child and his or her family are the central focus, and the partnership between the agency and the family exists in an effort to find solutions that ensure safety, permanency, and well-being for the child. Visitation is very important as this allows the parent and the child to see each other and maintain their relationship. Intensive visitation during the first four months is very crucial to reunification. Studies show that the more a parent and child can visit, the sooner they can be reunified. It is especially important when an infant is involved, as parents need to be allowed multiple visitation opportunities in order to bond. Also, supervised visitations are an opportunity for trained staff to monitor all interaction between the child and parent in a safe and neutral environment and provide feedback to CWS. This gives CWS objective information regarding the parent-child relationship and interaction, which then can be used as a basis for re-evaluating the level of supervising for the parent.

Family Services of Tulare County will:

1. Organize and administer the Supervised Visitation Program;
2. Maintain a full-time CWS Visitation Program Coordinator (North County) and a half-time CWS Visitation Program Coordinator (South County);
3. Maintain a total of 3.0 Full Time Employee's (FTE) solely designated to the facilitation/supervision of CWS Supervised Visitation referrals. 32 work hours a week of each designated FTE will consist of supervising CWS visits. The remaining 8 hours a week of each

FTE will be allocated for case documentation, set/clean up responsibilities, and any other case management assignment related to the collection and maintenance of information on the clients served.

4. Family Services' professional providers will establish a goal to schedule/provide at least 4,600 hours of supervised visitation for CWS hours for fiscal year 20/21 (2080 hours per FTE x 3 = 3,240 x 75% direct service).
5. Professional providers will be scheduled during high needs days and times including early evenings and weekends.
6. Accept Child Welfare Services referrals for supervised visitations;
 - a. Families who are currently enrolled in the program and have visitations established will serve as priority when scheduling visits. Availability remaining each month will then be used to serve new CWS referrals. Visitation services are provided as outlined in the referral (participants, number of hours, etc.).
 - b. If space or staffing constraints exist within FSTC CWS Supervised Visitation program, every effort shall be made to accommodate/offer incoming families with any available level of visitation service while working toward meeting court-ordered obligations within a reasonable time period;
 - c. Work with CWS staff during the first 90 days of the agreement to further refine mutually agreed-upon written referral procedures in order to maximize the number of referrals to be accommodated and to ensure regular communication with CWS staff regarding the availability of FSTC staff and office space for visitation;
7. Hire, train, supervise, and maintain appropriate staff to conduct supervised visitations, including a workforce of visitation staff that are trained in KIPS© (Keys to Interactive Parenting Scale) and the Uniform Standards of Practice for supervised visitation providers;
8. Train appropriate staff on family engagement and the importance of Safety Organized Practice by providing tools, strategies and a framework for practice to set families up for success with the goal of renunciation established.
9. Train staff and Family Resource Centers on evidence-based supervised visitation practice;
10. Conduct background checks on all staff hired;
11. Accept all Child Welfare Services referrals for Supervised Visitations;
With exception of the following:
 - a. Conflict of Interest
 - b. Large sibling sets of 5 or more children
 - c. Family Services is at capacity as stated in item #4.
12. If Family Services does not have readily space available to accommodate CWS Supervised Visitation Referrals, they shall coordinate Supervised Visitations with participating Family Resource Centers;
 - a. Work with any participating Family Resource Centers and other local partners to ensure community locations are appropriate for supervised visitations and facilitate annual stipend requests associated with the safe use of these natural settings for visitation purposes as needed;
13. Services will be made available in English and Spanish;
14. Ensure that the supervised visitations are conducted appropriately and with regard to the safety and security of all participants;
15. Adhere to the Child Welfare Services, Supervised Visitation Policy including completing

- appropriate forms and returning to Child Welfare Services in a timely manner;
16. Collect and maintain data on clients served by the CWS Supervised Visitation Program and provide this information to CWS as requested;
 17. Attend and participate in meetings with Child Welfare Service as needed to coordinate services and ensure contract compliance.
 18. Complete the Monthly Supervised Visitation Feedback Form and return to CWS.

CWS will:

1. Work in partnership with Family Services of Tulare County to achieve the identified goals and outcomes
2. Child Welfare Services will provide notification to Contractor when a client is no longer eligible for services under this agreement.
3. Provide a yearly training to Family Services professional providers on family engagement techniques and training.
4. Train appropriate staff on family engagement and the importance of Safety Organized Practice by providing tools, strategies and a framework for practice to set families up for success with the goal of renunciation established.
5. Send approved and appropriate referrals to Family services for eligible clients.
6. Provide an adequate number of referral to Family Services for Supervised Visitation.

Target Population

Contractor agrees to provide services for the benefit of dependent children and their families to comply with visitation court orders in a safe and neutral environment. Supervised visitation services will be provided to children who have been newly placed into foster care (within the first three months of placement). However, CWS may choose to refer a child who has been in foster care longer. The intent is for the supervised visitation service to be provided for up to four months; however, CWS may make exceptions on an individual basis.

Referral Process and Client Contact

The Supervised Visitation Referral Form will be used to refer and accept clients into the program. Referrals/Letters of Authorization are generated by the CWS Social Worker in accordance with court orders and program policies and sent to the Family Services CWS Program Coordinator for review. Family Services must acknowledge receipt of a referral to CWS within 24 hours (one business day). This can be done by emailing the respective social worker informing him/her that the referral has been received.

The Family Services CWS Program Coordinators will work to establish contact with the involved parties (resource family/families, non-custodial parent(s), and social worker(s) to schedule the first visitation with the goal that the visit will occur within 72 hours of receipt of the referral or as soon as practicably possible. If contact is unable to be made with the referred client and/or schedule the first visitation within 72 hours CWS will be notified.

Visitation services are provided as outlined in the referral (participants, number of hours, etc.). Services are available in English and Spanish. To ensure safety during visits, Family Services maintains a ratio of one (1) Visitation Supervisor per three (3) visitation participants (exceptions may be made if it is safe to do so and hours of supervision are invoiced accordingly)

Additional Expectations

Contractor will operate under the spirit of HIPAA for client confidentiality. Visit observations are recorded in chart notes; copies of visit records are provided to each referring social worker once per month or additionally upon request. Individual files are kept in locked filing cabinets and destroyed after seven years, in accordance with the agency's document retention and destruction policy. Generic (non-identifying) participant characteristic data is collected by the Program Coordinator and entered into databases for reporting purposes. Access to client databases is secured by restricted code. All staff receives training in confidentiality of records and clients sign confidentiality statements. No information is shared with any third party, with the exception of the referring party (CWS).

Outcome and Evaluation

The Contractor will serve at least 190 adults and 300 children with supervised visitation services. The primary tool for outcome measurement will be self-reported data provided by parents and children including satisfaction surveys. Additional statistics or demographic data may be tracked by Family Services at the request of CWS and provided to the CWS Program Manager on a quarterly basis.

815 W. Oak Street
Visalia, CA 93291
(559) 732-1970
caity.meador@fstc.net

Fiscal Year 2020-2021

Exhibit B

Maximum Amount Payable

The maximum amount payable for this agreement is \$230,931 over a twelve months period for the following fiscal year:

Jul 2020-Jun 2021 \$230,931

Payment Amount and Fee Schedule

Contractor shall submit detailed monthly invoices to the County by the 10th of the following month 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 as follows:

- 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;
- A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

Family Services of Tulare County will invoice Tulare County CWS for services rendered to clients referred by CWS. The tracking log shall adequately document the following items and is to be submitted with each monthly invoice for service:

- Who was served
- The dates of service
- The number of hours of Supervised Visitation provided
- The number of cumulative hours delivered for the individual family
- Supervisors name or ID
- Comment section, which includes if visit was cancelled, late, no show, etc.

Contractor will be allowed to invoice for all budgeted direct costs for the program including the cost of 1.5 FTE Program Coordinators to oversee this program in Visalia and Porterville as well as 3 FTE professional providers (visit supervisors) to conduct visits, and .05 FTE Program Manager to oversee all staff activities and grant compliance. Contractor will be allowed to

invoice for actual direct operational costs associated with the CWS supervised visitation program and sites used.

All purchases from this agreement shall be for the sole purpose of maintaining supervised visitation spaces. The items purchased under this agreement shall continue to be utilized for the benefit of the supervised visitation program during the life of the service. Purchases of program supplies shall be limited to reasonable items to furnish visitation rooms, and may include televisions, DVD players, age-appropriate DVDs, age-appropriate toys/games/art supplies, costs associated with decorating the room. Any modification work performed on a supervised visitation room not completed by a state government agency must be at prevailing wage rate per California labor Code Section 1770. In addition, purchases for maintenance of supervised visitation rooms over an amount of \$500 shall be approved by Tulare County CWS prior to purchase. As needed, stipends for supplies, furnishings, or basic maintenance (i.e. carpet cleaning, etc.) may be provided to participating Family Resource Center agencies who allow use of their space at no cost to the CWS Supervised Visitation Program.

No item from any supervised visitation program site shall be removed from benefiting the program without prior written approval of the County of Tulare. Any supplies purchased for the benefit of the supervised visitation program services shall become the property of the County of Tulare upon the termination of the contract.

Contractor shall provide detailed monthly invoices for any maintenance fees and or supplies purchased for the purpose of delivering supervised visitation program services during the term of this agreement.

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 caity meader Date: 05/14/20

Contractor Name Family Services of Tulare County

Signature [Handwritten Signature]