

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **COMMUNITY SERVICES AND EMPLOYMENT TRAINING, 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 retain the services of CONTRACTOR for the purpose of providing families housing assistance through the Housing Support Program.
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CalWORKs 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 **Exhibits A and A-1**.
- 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/>

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 HEALTH & HUMAN SERVICES AGENCY  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit ____</b>	[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.: 559-737-3718

**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:**

Community Services and Employment Training, Inc.  
 312 NW Third Ave.  
 Visalia, CA 93291  
 Phone No.: 559-732-4194  
 Fax No.: 559-732-0233

(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.

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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.

**Community Services and Employment Training, Inc.**

Date: June 1, 2020

By  \_\_\_\_\_

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

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

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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Approved as to Form

County Counsel

By  06/02/2020

Deputy

Matter # 2020540

## EXHIBIT A

### STATEMENT OF WORK From July 1, 2020 through June 30, 2021

THIS STATEMENT OF WORK IS BETWEEN TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY and COMMUNITY SERVICES & EMPLOYMENT TRAINING INC., HEREINAFTER REFERRED TO AS CONTRACTOR.

CONTRACTOR will provide the following services for the HHSA, TulareWORKs Housing Support Program (HSP).

**Eligibility:** To be eligible for the **HSP**, “homeless” is defined as:

- a. Lacking a fixed and regular nighttime residence; and either
  1. Having a primary nighttime residence that is supervised publically or privately operated shelter designed to provide temporary living accommodations; or
  2. Residing in a public or private place not designed for, ordinarily used as, a regular sleeping accommodation for human beings or
- b. In receipt of a judgment for eviction, as ordered by a court.

**Referrals:** CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSA), TulareWORKs Division.

**Intake:** Upon receipt of the TulareWORKs referral, CONTRACTOR staff will review and verify information to ensure all areas are completed. For individuals identified for potential eligibility for the program, CONTRACTOR will notify TulareWORKs liaison to verify CalWORKs/Housing Support Program eligibility. Contractor will contact eligible individuals within 48 hours of receipt of referral.

**Outreach and Recruitment:** CONTRACTOR will coordinate outreach and recruitment. TulareWORKs will assist in these activities. CONTRACTOR shall conduct outreach throughout Tulare County.

**Orientation:** CONTRACTOR will meet with program participants and discuss services available through its Housing Assistance Program and any other programs administered by CONTRACTOR, including those provided by other agencies and organizations.

**Initial Assessment:** An initial assessment will be conducted by CONTRACTOR directly following the eligibility determination by CalWORKs. CONTRACTOR will review an initial assessment to identify other support service needs and create a family service plan.

**Enrollment:** When it has been determined that an applicant is a CalWORKs recipient and would benefit from housing assistance services, the applicant may be enrolled into the Welfare-To-Work (WTW) program if eligibility requirements are met. The participant becomes enrolled into CONTRACTOR programs immediately after receipt of referral or verified program eligibility. CONTRACTOR will provide culturally competent services to families when determining the appropriate services needed which includes budget goals, desired school area, WTW participation,

and other support services. CONTRACTOR will enter eligible client into HMIS (Homeless Management Information System) Data Collection System in accordance with Housing and Urban Development's (HUD) requirements.

CONTRACTOR will target housing placement within 3-5 days up to 14 days based on availability of family housing need and/or housing inventory. If immediate housing is needed, CONTRACTOR will work with other housing support programs and entities to secure temporary housing.

**Participant Served:** An individual becomes a "participant served" at the point he/she is provided with program services.

**Expectations/Outcomes:**

CONTRACTOR shall strive to serve **75** CalWORKs families needing housing assistance due to homelessness. The average base assistance per family shall be **\$5000**. Families with extenuating circumstances may receive additional assistance as approved by HHSA TulareWORKs. The following are services eligible in the HSP:

- Housing assistance which may include temporary and permanent
- Housing deposit
- Utility assistance
- Moving assistance

**Program Reporting:**

The CONTRACTOR will submit monthly progress reports by the 10<sup>th</sup> of each month for all participants served during the report month. The report will include participant demographic information including but not limited to: Date of Birth (DOB); Social Security Number (SSN); age of all family members; types and amounts of HSP financial assistance; and service activities provided in the program.

**Invoicing:**

The CONTRACTOR will submit an invoice/payment request in a format approved by the Health and Human Services Agency (HHSA) that will include an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide in a format approved by HHSA, a listing of all the program participants served during the month which includes the following minimum information:

A tabulation of all case counts for the month by service category and eligibility status. The tabulation shall include case counts by the following categories:

Federal Eligible Cases

- Unemployed
- Employed

#### Non-Federal Eligible Cases

- Unemployed
- Employed

#### Non-MOE Eligible Cases

- Unemployed
- Employed

CONTRACTOR shall submit a “Housing Support Program Claiming Information” form with each monthly invoice. The case counts and eligibility status information can be obtained through the tabulation of the HHSA referral forms provided to the CONTRACTOR each month. The Housing Support Program Claiming Information form is attached to this Agreement as Exhibit A-1.

The Tulare County Health and Human Services Agency (HHSA) will reimburse the CONTRACTOR within 30 days of receiving an invoice/payment request.

#### **Housing Support Program Participant Records:**

CONTRACTOR records are maintained specifying when each participant, for whom services were reported, became enrolled and was assisted and when (if) his or her participation ended (due to activity ending, no longer participating, etc.).

CONTRACTOR shall provide case records for claimed participants showing them referred and participating in the housing assistance program and maintain documentation as necessary for the program year.

CONTRACTOR shall provide monthly program activity reports to TulareWORKs.

Additionally, CONTRACTOR shall monitor program participation and ensure all necessary services are provided through the case management process.

#### **Case Management:**

Services included in this category are:

- Referral for supportive or other necessary services is provided to assist families in addressing issues/barriers that may impede access to stable housing
- Financial Literacy Workshops
- Assistance with energy or housing subsidies.
- Referral if appropriate to Section 8 housing
- Referral to employment assistance programs
- Assist families in locating affordable housing and negotiating manageable and appropriate lease/rent agreements with landlords.

The case manager will be responsible to determine the family's needs and document the proposed course of action. Participants will be evaluated monthly to determine how they are progressing in the program and whether further assistance is needed. Additional financial assistance may be provided if the family has extenuating circumstances and with approval from HHSA TulareWORKs. Participants will be assessed for other programs in order to leverage all financial assistance and services offered by CSET and other agencies/organizations.

**Follow-Up Services/Retention Period:** Follow up with the participant must be conducted every thirty (30) days for 3 months or up to 6 months on an as needed basis to verify the participant remains in unsubsidized housing.

**HHSA WILL ASSIST WITH THE FOLLOWING SERVICES:**

- **Program Referrals**
- **Eligibility determination**

**Meetings:** Will be held with HHSA to discuss policy, procedures, and issues. Both parties agree to meet on an as needed basis to resolve critical program issues if necessary.



**EXHIBIT A-1**

## Housing Support Program Claiming Information

Month:

Date:

Please enter the appropriate information into the Financial Information & Number of Open Cases boxes from the submitted invoice for the month. The bottom box is for county claiming purposes.

Contractor Input: Financial Information			
Federal Housing Assistance	\$ -	Fed: Transportation	\$ - Unemployed
		Fed: Transportation	\$ - Employed
Non-Federal Housing Assistance	\$ -	Non-Fed: Transportation	\$ - Unemployed
		Non-Fed: Transportation	\$ - Employed
Non-MOE Housing Assistance	\$ -	Non-MOE: Transportation	\$ - Unemployed
		Non-MOE: Transportation	\$ - Employed
Total HSP Assistance Costs for Month		\$ -	
Total Administrative Costs for Month		\$ -	
Total Amount Invoiced for Month		\$ -	

Contractor Input: Number of Open Cases (YTD Cumulative)			
<b>Federally Eligible Cases</b>			
Unemployed:	0		0.00%
Employed:	0		0.00%
<b>Non-Federally Eligible Cases</b>			
Unemployed:	0		0.00%
Employed:	0		0.00%
<b>Non-MOE Eligible Cases</b>			
Unemployed:	0		0.00%
Employed:	0		0.00%
<b>Total Open Cases in Month:</b>		0	

For County Claiming Purposes Only			
<b>Federally Eligible CalWORKs</b>			
Federal Housing Assistance:	\$ -		PIN: 895005
Federal Transportation - Unemployed:	\$ -		PIN: 895003
Federal Transportation - Employed:	\$ -		PIN: 895097
Unemployed:	\$ -		PIN: 895031
Employed:	\$ -		PIN: 895032
<b>Non-Federal &amp; TANF Timed Out:</b>			
Non-Federal & TANF Timed-Out:	\$ -		PIN: 894005
Non-Fed Transportation - Unemployed:	\$ -		PIN: 894003
Non-Fed Transportation - Employed:	\$ -		PIN: 894097
Unemployed:	\$ -		PIN: 894031
Employed:	\$ -		PIN: 894032
<b>Non-MOE</b>			
Non-MOE:	\$ -		PIN: 893005
Non-MOE Transportation - Unemployed:	\$ -		PIN: 893003
Non-MOE Transportation - Employed:	\$ -		PIN: 893097
Unemployed:	\$ -		PIN: 893031
Employed:	\$ -		PIN: 893032
<b>Total Mount Invoiced for Month:</b>		\$ -	

## CalWORKs Housing Support Program Detailed Program Budget (2020-21)

Exhibit B

**Instructions: Counties are required to complete all boxes shaded yellow. Blue boxes will be automatically populated by your responses.**

County	Tulare
Total amount requested	<b>\$ 635,489.00</b>

Newly House FY 20-21	75
Continue to House	30
Total families to serve	<b>105</b>

Administration and Case Management Cost			36%
	Staff Type	FTE	Projected Expenditures
Employee Compensation and Benefits (Program administration positions may include management, fiscal, data, etc.; include total full time equivalent [FTE] amounts, for example if there is one full time contracted case manager and one half time contracted case manager input 1.5 in FTE column.)	<i>County Program Administration</i>		
	<i>County Case Management</i>		
	<i>County Housing Navigation</i>		
	<i>Contracted Program Administration</i>	0.32	\$ 27,351.00
	<i>Contracted Case Management</i>		
	<i>Contracted Housing Navigation</i>		
	<i>Other County Direct Service Staff</i>		
	<i>Other Contracted Direct Service Staff</i>	2.50	\$ 141,228.00
	<b>Subtotal Employee Compensation &amp; Benefits</b>		<b>\$ 168,579.00</b>
General Administration (e.g., non-staff related program operations, overhead)			\$ 28,846.00
Data tracking (e.g., HMIS license)			\$ 3,000.00
Other Admin or Case Management Costs (Provide details in Box A below)			\$ 30,064.00
<b>Subtotal Admin &amp; Case Management</b>			<b>\$ 230,489.00</b>

Direct Financial Assistance (Guideline: min 50% total allocation)		64%
	Projected Families	Projected Expenditures
Rental Subsidies (continued housing from FY 19-20)	30.00	\$ 30,000.00
Rental Subsidies (newly house FY 20-21)	75.00	\$ 189,375.00
Security Deposits	75.00	\$ 84,375.00
Utility Payments	75.00	\$ 11,250.00
Temporary housing (e.g., shelters, motels) (Guideline: should not exceed 20% of total allocation)		
Additional Services (e.g., credit repair, legal services, moving costs, landlord outreach, making home habitable)	75.00	\$ 90,000.00
Other Direct Financial Assistance (Provide details in Box B below)		
	<b>Subtotal Direct Financial Assistance</b>	<b>\$ 405,000.00</b>
	<b>TOTAL</b>	<b>\$ 635,489.00</b>

## EXHIBIT C

### **NON-PROFESSIONAL SERVICES** **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 \_\_\_\_\_ 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 Mary Alice Escarsega-Fechner Date: June 1, 2020

Contractor Name Community Services & Employment Training, Inc.

Signature  \_\_\_\_\_