

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 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 administration of the Housing and Disability Income Advocacy 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
- 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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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures <u>(Must be completed by Contractor and submitted to County prior to approval of agreement.)</u>
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Contracts Unit
 Tulare County Health and Human
 Services Agency
 5957 S. Mooney Blvd
 Visalia, CA 93277
 Phone No.: 559-624-8000
 FAX No.: 559-737-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrell 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.

Date: 6/15/2020

Community Services and Employment Training, Inc.

By Mary Alice Escarsen Fechner
Print Name MARY ALICE ESCARSEN 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**

Approved as to Form
County Counsel

By Ameet K. Nagra 06/15/2020

Deputy

Matter # 2020697

EXHIBIT A

STATEMENT OF WORK Effective 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., HERE IN AFTER REFERRED TO AS CONTRACTOR.

CONTRACTOR will provide the following services for the HHSA Housing and Disability Income Advocacy Program (HDAP).

Eligibility: Individuals with disabilities who are experiencing homelessness (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

“Homeless” is defined as:

1. Lacking a fixed, regular, and adequate nighttime residence.
2. Living in a place not meant for human habitation, such as: a car, the park, an abandoned building, on the street, etc.
3. Sleeping in a shelter or living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements.
4. Exiting an institution (e.g. jail, prison, or hospital) where they resided for 90 days or less and were previously residing in a shelter or place not meant for human habitation before entering that institution.
5. Has a court order or eviction notice in which their primary residence will be lost within 14 days, no subsequent residence has been identified and the applicant lacks the resources or support networks to secure permanent housing.
6. Fleeing or attempting to flee, domestic violence, has no other residence, and lacks the resources or support networks to secure permanent housing.

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSA) TulareWORKs Division. Once referral is received, CONTRACTOR will attempt contact with participant within 48 hours of receipt of referral.

Intake: HHSA TulareWORKs staff will meet with participant to establish eligibility and service plan.

Outreach and Recruitment: HHSA TulareWORKs staff will coordinate outreach and recruitment. HHSA TulareWORKs staff will assess participants and establish eligibility for the program. Should CONTRACTOR encounter a participant who could be potentially eligible for HDAP, CONTRACTOR agrees to refer participant to TulareWORKs Division for assessment of eligibility for HDAP.

Orientation: CONTRACTOR will meet with program participants and discuss services available through the HDAP Program, including other housing assistance as well as services provided by other agencies and organizations.

Initial Assessment: An initial assessment will be conducted during eligibility by HHSA

TulareWORKs. Assessment information will be shared with the referral to CONTRACTOR for review and CONTRACTOR will identify other support service needs.

Enrollment: The participant becomes enrolled into HDAP at the time he or she has determined eligible by HHSA TulareWORKs staff.

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

Expectations/Outcomes: CONTRACTOR shall strive to serve five new HDAP participants referred by HHSA TulareWORKs staff by June 30, 2021, pending availability of funding and the exit of existing HDAP participants. Contractor will serve those with the highest priority, as prioritized by HHSA TulareWORKs. In addition to the new participants that are to be served, CSET will continue assisting 21 housed participants that were carried over from the prior year contract and continue working with 68 open referrals that have not achieved housing. CONTRACTOR will assist participants by locating affordable housing and negotiating manageable and appropriate lease/rent agreements with landlords. Assistance up to the amount of \$7,500 shall be provided per client without prior approval from HHSA TulareWORKs. Any amount exceeding \$7,500 will require prior approval from HHSA TulareWORKs. The following services are eligible in HDAP:

- Rental Assistance
- Application Fees
- Housing deposit(s)
- Utility assistance
- Furnishings (refer to approved item list)
- Appliances (refer to approved item list)
- Supplies (refer to approved item list)
- Housing Inspection Fees
- Temporary/Interim Housing (while seeking permanent housing)

Systems: HHSA TulareWORKs is responsible for the cost of Continuum of Care (CoC) registration and fees including Homeless Management Information System (HMIS), if applicable.

Program Reporting: The CONTRACTOR will submit monthly progress reports by the 15th of each month for all participants served during the report month. The report will include participant demographic information and service activities provided in the program or any additional information as expressly requested by HHSA TulareWORKs.

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 information requested on a template created by HHSA.

HDAP 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 HDAP and maintain documentation as necessary for the entire length of the contract.

CONTRACTOR shall provide monthly program activity reports to HHSa TulareWORKs staff.

Additionally, CONTRACTOR shall share progress of program participants with HHSa TulareWORKs to assure all additional services are documented.

Case Management: HHSa TulareWORKs will be performing Case Management duties in collaboration with CONTRACTOR.

CONTRACTOR Services included in this category are:

- Life Skills Workshops
- Referral for supportive or other safety net services
- Financial Literacy Workshops
- Assistance with housing and/or energy subsidies
- Referral, if appropriate, to Section 8 housing

Follow-Up Services/Retention Period: Once the participant is in subsidized housing CONTRACTOR will follow-up with participant every thirty (30) days, until exited from the program, to determine any additional services needed. In the event that Supplemental Security Income (SSI) disability is denied and/or the participant is no longer eligible for HDAP services, CONTRACTOR will work with HHSa TulareWORKs to transition the participant out of the program by exploring other housing assistance or supportive services available.

HHSa TULAREWORKS WILL PERFORM THE FOLLOWING UNDER CASE MANAGEMENT SERVICES:

- Entering Participants in HMIS;
- Assist with preparing, filing, and following up on disability applications including appeals;
- Provide other program referrals;
- Eligibility determination;
- Communicate housing services to clients (reinforcing eligibility for housing services and who is covered under HDAP);
- Confirm household size and indicate in the referral to CONTRACTOR;
- Prioritize HDAP participants to ensure the most vulnerable are being served

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

TulareWORKS Housing and Disability Advocacy Program (HDAP)

07/01/20-06/30/21

	Actual Funds Spent
Salaries	37,243
Benefits	4,369
Health Benefits	7,247
Payroll Processing Fees	684
Testing/Fingerprints	64
Office Supplies	235
Cell phones	300
Internet	345
Telephones	178
Postage	0
Building Space/Dep & Int.	181
Licenses & Permits	4
Utilities	465
Bldg Maintenance & Repair/Janitorial/Security	1,178
Equipment Rental & Lease	99
Equipment Maint & Repair	0
Outreach	0
Printing	8
Mileage	1,200
Staff Training	0
Prof fee	19
Dues	6
General Liability	16
Depreciation	1,100
Interest Expense	270
Operating SUBTOTAL	\$ 55,212
Housing Assistance	
Rental Assistance, Security Deposits, Inspections	\$ 78,176
Client Supp Svcs-Application Fees, Moving Costs, Food cards	14,300
Utility Deposits	2,860
Participant SUBTOTAL	\$ 95,336
*ICR 16.08% FY21	\$ 8,878
*ICR subject to increase approved by DOL annually	
GRAND TOTAL	\$ 159,426

EXHIBIT B

Staff	Annual Wage	Term of Contract	Total Expense
Senior Program Specialist	\$ 37,243	12 months	\$ 37,243
Total:			
	100.0% FTE		
	63.5% FTE		
Health/Life		Salary	\$ 37,243
FICA	19.46%	Benefits	\$ 4,369
Workers Comp	7.65%		
Pension avg	0.56%		
Vacation accrual	4.00%		
State Disability	0.00%		
Benefits without Health	11.73%		
Benefits with Health	31.19%		
Health varies by staff		Annual Health	\$ 7,247
Senior Prog Spec	100.00%		

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 ESCANSEAN FECHAW Date 6/15/2020
 Contractor Name COMMUNITY SERVICES EMPLOYMENT TRAINING
 Signature Mary Alice Escansean