

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 **Proteus, 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 join with CONTRACTOR to provide Contact Tracing services.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Department of Public Health; 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 **September 1, 2020** and expires at 11:59 PM on **February 28, 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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<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 & Human Services Agency
Contracts Unit
5957 South 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:

Proteus Inc.
1830 N. Dinuba Blvd
Visalia, CA 93291
Phone No: 559-733-5423

(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.

	Proteus, Inc.
Date: <u>8/28/2020</u>	By <u><i>Robert Alcazar</i></u>
	Print Name <u>Robert Alcazar</u>
	Title <u>Chief Executive Officer</u>
Date: <u>8/28/2020</u>	By <u><i>Armida Espinoza</i></u>
	Print Name <u>Armida Espinoza</u>
	Title <u>Board Chair</u>

[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 *Ameet K. Nagra* 9/1/2020
Deputy

Matter # 2020971

Exhibit A- Scope of Work

Overview of Contact Tracing

Contract tracing is one of the tools used to prevent the spread of communicable and infectious disease. Contact tracing involves speaking to the individual who is positive for the disease and asking them questions about when they began showing symptoms, testing, and conducting a needs assessment.

The Contractor will do all of the following:

1. Establish a main point of contact to coordinate with Tulare County Public Health and provide oversight of the contact tracing project for their entity.
2. Onboard and maintain staffing of 15 Full-Time Equivalent (FTE) individuals at all times during the term of this Agreement to perform contact tracing.
3. Ensure staff receive training to conduct contact tracing, this includes at minimum, all of the following:
 - a. Association of State and Territorial Health Officials (ASTHO) Contact Tracing Training
 - b. CAConnect Training
 - c. Training on confidentiality practices to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule
 - d. Customer service
 - e. Ongoing systems updates changes
4. Establish the working hours for all staff and ensure they are productive during those working hours.
5. Ensure all staff conduct an average of at least one interview every 40 minutes during their working hours.
6. Ensure all staff are performing contact tracing effectively and in accordance with local, state, and federal requirements and guidelines.
7. Conduct quality assurance reviews of all staff to ensure accurate data entry, closures, etc.
8. Ensure all staff have appropriate and functioning equipment needed to conduct contact tracing, which includes, but is not limited to the following:
 - a. Computer
 - b. Internet access
 - c. Headset for softphone compatible with computer

The County will do all of the following:

1. Conduct check ins with contractor to respond to questions and navigate changes.
2. Keep Contractor up to date on Public Health guidance impacting contact tracing.
3. Manage performance of Contractor.

Status of Staff

The 15 individuals performing contact tracing referenced above shall be employees of Contractor. This Agreement shall not establish any joint employer relationship between Contractor and the County nor any employment relationship between these 15 individuals and the County for any purposes, including, but not limited to, the application of the Fair Labor Standards Act; the California Labor Code and Industrial Welfare Commission Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State Revenue and Taxation Code relating to income tax withholding; and the Workers' Compensation Insurance Code. In addition to the obligations set forth in the County's General Agreement Terms and Conditions, Contractor agrees to indemnify, defend, and hold harmless the County for any claims raised by Contractor's employees, contractors, or volunteers for claims for wages, income, or other employee compensation or benefits.

Exhibit A-1 Additional Terms

As a recipient of Coronavirus Aid, Relief, and Economic Security Act or the CARES Act -Public Law No: 116-136, also known as CARES Act Funding, acknowledge that the funding will be used for costs spent in accordance with 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides-

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and
3. were incurred during the period March 1, 200 through December 30, 2020

In addition, recipients and subrecipients of CARES Act Coronavirus Relief Fund (CRF) Funding are required to abide by United States Department of the Treasury guidelines for CARES Act Coronavirus Relief Fund expenditures, which are updated by the Treasury at the following link: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>. Please note that the Treasury Department regularly updates the guidelines, which should be consulted upon approval of this Agreement, and upon invoicing for payment.

It is also recommended that recipients review Treasury Department Frequently Asked Questions, which are similarly regularly updated, at this link: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>.

Finally, recipients/subrecipients are prohibited from receiving or seeking Federal additional funds for services paid for under this Agreement.

Recipient/subrecipient agrees to maintain and make available to Tulare County Health and Human Services Agency upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of 5 years after final payment is made using CARES Act CRF Funding.

- Proteus Inc. must comply with these terms for expenses reimbursed with CARES Act CRF funding.

Exhibit B – Payment for Services

1. Base Compensation

The base price for the contract for the period of September 1, 2020 through February 28, 2021 will not exceed \$568,915 for the contact tracing services that Proteus, Inc. will perform as set forth in Exhibit A – Scope of Work.

2. Invoices

Proteus, Inc. will submit monthly invoices on or by the 10th of each month provide a description of the contact tracing services performed by staff. Once COUNTY confirms the invoices include sufficient information, COUNTY shall pay Proteus, Inc. the amount set forth in the monthly invoices, but total payment to Proteus, Inc. shall not exceed \$568,915 pursuant to this Agreement. Proteus, Inc. agrees that payments may be delayed or withheld if invoices are not submitted on or by the 10th of each month and/or do not include sufficient information.

3. Indirect Cost Rate Agreement

Should Proteus, Inc. decide to invoice for indirect expenses, Proteus, Inc. will provide the COUNTY with a copy of their Indirect Cost Rate Agreement reflecting the 18.09% federal approved indirect cost rate.

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 Proteus, Inc. 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 Proteus, Inc. 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 Michelle Engel-Silva Date: 8/31/2020

Contractor Name Proteus, Inc.

Signature Michelle Engel-Silva