

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT FORM  
REVISION APPROVED 07/2021

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

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**THIS AGREEMENT** ("Agreement") is entered into as of September 10, 2024 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 provision of 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 Child Welfare Services (CWS) program; and
- B. 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 from July 1, 2024, through 11:59 PM on June 30, 2025, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
3. **PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the 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 (Form revision approved as of 01/01/2021)" 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/>

TULARE COUNTY AGREEMENT NO. 31881

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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

**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.: 559-713-3718

**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 Street  
Visalia, CA 93291  
Phone No.: 559-732-1970  
Email Address: hannah.giles@fstc.net

(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 shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**10. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**FAMILY SERVICES OF TULARE COUNTY**

Date: 8/22/2024

Signed by:  
By Hannah Giles  
Print Name Hannah Giles  
Title Chief Executive Officer

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: 9/10/2024

By [Signature]  
Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By [Signature]  
Deputy Clerk 

Approved as to Form  
COUNTY COUNSEL

By Charles W. Felix  
Deputy  
Date: 08/26/2024

Matter # 20241033

Family Services of Tulare County  
815 W. Oak Street  
Visalia, CA 93291  
(559) 732-1970  
hannah.giles@fstc.net

## **Exhibit A**

### **Intensive Supervised Visitation Centers Program**

Family Services of Tulare County (Family Services) 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 rates 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(s) 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 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 interactions 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 supervision for the parent.

Family Services of Tulare County will:

1. Organize and administer the Supervised Visitation Centers Program;
2. Maintain a designated employee to help schedule and coordinate visits;
3. Maintain a minimum total of 3.0 FTEs (Full-Time Employees) or the equivalent with part-time employees solely designated to the facilitation/supervision of CWS Supervised Visitation referrals served;
4. Family Services' professional providers will establish a goal to schedule/provide at least 6,240 hours of supervised visitation for CWS hours for the fiscal year starting July 1, 2024, through June 30, 2025 (520 hours per month x 12 months);
5. Professional providers will be scheduled during high-needs days and times,

- including evenings and weekends.
6. Family Services will comply with scheduling the requested number of court-ordered hours per week;
  7. Accept Child Welfare Services referrals for supervised visitations;
    - a. Families who are currently enrolled in the program and have supervised visitations established will serve as a priority when scheduling visits. Availability remaining each month will then be used to serve new CWS referrals. Supervised visitation services are provided as outlined in the referral (participants, number of hours, etc.).
    - b. If space or staffing constraints exist within the Family Services CWS Supervised Visitation program, every effort shall be made to accommodate/offer incoming families any available level of visitation service while working toward meeting court-ordered obligations within a reasonable time period;
    - c. Work with CWS staff to continually 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 Family Services staff and office space for supervised visitation;
  8. 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;
  9. 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.
  10. Train staff on evidence-based supervised visitation practice;
  11. Conduct background checks on all staff hired.
  12. Accept all Child Welfare Services referrals for Supervised Visitations except for referrals that pose a conflict of interest;
  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;
    - a. Family Services' must provide calendar to both CWS Analyst, Program Staff, and Manager prior to each meeting
    - b. Family Services' must provide log to both CWS Analyst, Program Staff, and Manager prior to each meeting
  17. Attend and participate in meetings with Child Welfare Service as needed to coordinate services and ensure contract compliance.
  18. Complete the Monthly CWS Supervised Visitation Feedback Form(s) and Attendance Log(s) and return to CWS as requested.

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. 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.
4. Send approved and appropriate referrals to Family Services for eligible clients.
5. Provide an adequate number of referrals to Family Services for CWS 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 CWS 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 the Health Insurance Portability and Accountability

Act 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 the 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.

Family Services of Tulare County  
815 W. Oak  
Street Visalia, CA 93291  
(559) 732-1970  
hannah.giles@fstc.net

### **Exhibit B**

#### **Maximum Amount Payable**

The maximum amount payable for this agreement with Family Services of Tulare County is over a twelve-month period for the following fiscal year:

July 1, 2024-June 30, 2025: \$270,931

#### **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 the visit was canceled, 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, and 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 the 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)

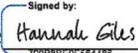
Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

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 Hannah Giles Date: 8/22/2024

Contractor Name Family Services of Tulare County

Signature   
Signed by: Hannah Giles  
700888E9-564489