

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

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2023, 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 the CONTRACTOR to provide a supported employment and volunteer program to Tulare County Mental Health clients; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health 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, 2023 and expires at 11:59 PM on June 30, 2024 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 **Exhibits B, B-1 and B-2**.
- 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/>

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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 checked="" 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:

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
 ATT: CONTRACTS UNIT
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000

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 3RD Ave
 Visalia, CA 93291
 Phone No.: 559-733-3971

(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 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.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

E-SIGNED by Mary Alice Escarsega-Fechner
on 2023-04-14 09:12:38 PDT

Date: April 14, 2023

By _____

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

Date: _____

By _____

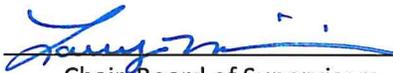
Print Name _____

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: May 9, 2023

By 
Chair, Board of Supervisors

LARRY MICARI

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 Allison K. Pierce
Deputy

Date: 4/14/23

Matter # 2023336

EXHIBIT A
Scope of Services
Fiscal Year 2023/2024
CONTRACTOR: Community Services Employment Training, Inc. (CSET)
Program: Supported Employment and Volunteer Program

A. Purpose

1. Maintain and sustain a supported employment and volunteer program which helps people with lived public mental health system experience engage in the competitive labor market, aligning jobs to client preference in conjunction with the level of professional assistance needed to retain placement.
2. Provide individual placements in competitive employment positions and volunteer roles in accord with client choice and capabilities without requiring extended prevocational training with zero exclusion criteria.
3. Employ a rapid job search approach to help people obtain jobs directly, rather than providing a lengthy pre-employment assessment, training, and counseling.

B. Model

1. CONTRACTOR is to use the Substance Abuse Mental Health Administration (SAMHSA) Supported Employment (SE) Knowledge Information Transformation (KIT), and evidence-based supported employment practice for mental health consumers.
2. The SAMHSA SE KIT is to be used for service delivery and evaluation for all clients regardless of placement (unsuccessful placement, employment position or volunteer role).
3. CONTRACTOR shall utilize the evidence-based practice of Individual Placement and Support (IPS) Supported Employment.

C. Principles

1. CONTRACTOR will incorporate the SAMHSA SE KIT's seven (7) guiding principles within program:
 - i) Eligibility will be based on client choice and readiness to participate in supported employment or volunteerism.
 - ii) Services are integrated with the client's mental health treatment and in collaboration with the client's mental health treatment team. As such, all client referrals to CONTRACTOR must have a completed Tulare County Mental Health Release of Information (ROI) form attached to allow for the integration and collaboration.
 - iii) Placement in competitive employment and volunteer positions is the goal. All placements will be chosen by the client.
 - iv) Personalized benefits counseling will be delivered by CONTRACTOR to the client to assist, guide and illustrate how revenue must be reported (i.e. tax implications) and benefits may or may not be impacted with employment or volunteer placement to ensure the client is making an informed decision.
 - v) Job shadowing or volunteer placement to be provided by CONTRACTOR soon after client expresses interest in working/volunteering and, an individual assessment including job/volunteer search plan is created immediately.

length and content as deemed appropriate in the consumer's employment assessment plan. During the seminars and work readiness simulations consumers develop skill sets that will help them become successful in their work lives.

- iii) Review and resolution of employment obstacles by using, as determined by CONTRACTOR, time-limited wage incentives to local businesses, workplace skills development, coping and crisis management skill development and pre-employment assessment. The pre-employment assessment for each consumer will outline and review the following skill building tools or resource that will be provided:
 - (a) Application assistance.
 - (b) Interview Preparation.
 - (c) Resume development.
 - (d) Business etiquette on the job or at a volunteer site, as well as other topics as appropriate.
- iv) Safety net needs assessment such as a client who needs stable housing would be referred to CONTRACTOR'S Housing Assistance Program which could lead to Section 8 housing voucher.
- v) Review, identification, and placement into employment/volunteer opportunities in the community.
- vi) Placement supports (follow-up services), occurring at least within 1 month of placement and every three (3) months thereafter, to include, but not limited to:
 - (a) Employment specialist connecting with the employer and client to assure a good fit, and address any conflicts or concerns.
 - (b) 12-month post-placement follow-up with employer and client.

3. Discharge

- i) CONTRACTOR will sustain a discharge procedure, indicating under what circumstances a client may be exited from the program. The discharge decision will be made in collaboration with the client's mental health treatment team prior to discharge.
- ii) Discharges must be tracked within evaluation process to report how many discharged from the program, and reasons for discharge (e.g., met goal, refused services, terminated from program).

- 4. CONTRACTOR will leverage its other workforce development programs for On the Job Training contracts and Occupational Skills Training for additional training opportunities, contingent upon available funding.

H. Outcomes

- 1. CONTRACTOR will maintain a database to enter all referral, client information, and indicators to be tracked to adequately measure outcomes.
- 2. CONTRACTOR will use three tools to assess and track clients' goals and progress:
 - i) Vocational profile (completed before services begin).
 - ii) Individual Employment/Volunteer Plan (completed before services begin and updated regularly).

- (b) What percentage of clients had follow-along supports provided separated by job placement and volunteer placement, and for what average duration and range of duration?
- (c) Is there a time limit for providing supports?
- viii) Community-based Services
 - (a) What percentage of time do employment specialists spend outside their work location providing what types of services?
- ix) Engagement and Outreach
 - (a) Do employment specialists provide any outreach if clients do not engage or drop out of services?
 - (b) What kind of outreach is provided, how often are outreach attempts made, is there a time limit to providing outreach if a client stops attending and if so what is the time limit?
 - (c) Are there engagement supports that assist in better engaging clients, and if so, what are they?
- x) Staffing
 - (a) How often does the employment specialist meet with each person on their caseload, and what is their caseload size?

4. Indicators to measure to assist with developing outcomes include, but are not limited to:

- i) Competitive Employment outcomes
 - (a) Occurrences and number of days employed.
 - (b) Hours worked.
 - (c) Wages earned.
 - (d) Benefits maintained.
 - (e) Part-time or full-time.
- ii) Volunteer outcomes
 - (a) Occurrences and number of days volunteering.
 - (b) Hours volunteered.
 - (c) Stipends earned.
 - (d) Transitions to employment.
- iii) Non-vocational outcomes
 - (a) Client's satisfaction with services.
 - (b) How services have affected client's quality of life.
 - (c) If clients believe the services are helping in achieving their wellness and recovery goals.
- iv) Demographic Data
 - (a) Age, city of residence, gender, primary language spoken, race/ethnicity, educational attainment.
- v) Placement Satisfaction Survey, for client and employer
 - (a) Placement fit and satisfaction.
 - (b) Placement attendance.

- (b) Prescreening of potential applicants to assess their skills and strengths for available positions.
- (c) Short-term onsite job coaching to help new employees become situated.
- (d) Guidance about reasonable accommodations.
- (e) Information about the work opportunities tax credit that reduces employers' federal income tax liability.
- (f) Soft Skills training workshop.

8. Mental Health Providers:

- i) Train Tulare County Mental Health staff how to refer clients to the supported employment program, and how to support clients enrolled in the program.

9. Clients

- i) Educate clients on how work or volunteerism may impact benefit programs applicable to client (e.g., Social Security Income (SSI), Social Security Disability Insurance (SSDI), Ticket to Work, Medi-Cal, Section 8).
- ii) Educate clients on reporting income earned to necessary entities (e.g., Internal Revenue Service (IRS), California Franchise Tax Board (CFTB), SSI, SSDI).

I. Staffing

1. Minimum Staffing Requirements

- i) CONTRACTOR agrees to provide the level of staffing for the supported employment program needed to meet the activities described in this Scope of Work and as detailed in the corresponding budget narrative.
- ii) CONTRACTOR will provide opportunities for up to two consumers to be placed on work experience contracts not to exceed 400 hours to assist them in gaining skills, knowledge, and mentoring from existing on-site program staff to enhance their wellness path which could include employment.
- iii) All staff must receive Applied Suicide Intervention Skills Training (ASIST) and Mental Health First Aid (MHFA) training within 90 days of hire or at earliest training availability.
- iv) CONTRACTOR will hire culturally competent staff and provide ongoing cultural competency training and/or education to staff.

J. Maintaining Records

- 1. CONTRACTOR shall maintain records for four (4) years, and will make records available upon request of Tulare County Department of Mental Health.

K. Reporting Standard

- 1. CONTRACTOR will submit a monthly report to Tulare County Department of Mental Health pertaining to data collected and outcomes being monitored.
- 2. CONTRACTOR will work with the Tulare County Department of Mental Health to ensure report meets necessary reporting needs of the County.
- 3. CONTRACTOR shall submit a formal program outcomes report no later than 60 days after the end of this contract term.

Exhibit B
Compensation
Fiscal Year 2023/2024
CONTRACTOR: Community Services Employment Training Inc. (CSET)
Program: Supported Employment and Volunteer Program

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit B-1 and B-2**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed **Seven Hundred Fifty-Five Thousand, Five Hundred Twenty Seven Dollars (\$755,527.00)**, and shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2024.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A** of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. ACCOUNTING FOR REVENUES

5. RECONCILIATION AND SETTLEMENT:

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

	Office/ Admin supplies	\$ 3,986.76
	Program Supplies	\$ -
	Fees, Insurance	\$ 7,894.69
OPERATING EXPENSES TOTAL		\$ 70,289.13
OTHER OPERATING EXPENSES		
	Prof Services (contracted services) (list type of service, i.e. interpreter service)	
	Employer Training Incentive - work experience	\$ 70,290.00
	Employer Training Incentives	\$ 4,500.00
	Employer Training Incentive - recognition	\$ 1,300.00
	Supportive Services (consumers)	\$ 2,200.00
	Volunteer Stipends	\$ 60,000.00
	Volunteer - recognition	\$ 950.00
	Training & Conferences	
	Course Expenses / Fees	\$ 1,500.00
	Travel Expenses	\$ 1,500.00
	Per Diem	
	Program Oversight and Evaluation	
	Audit expense	
	Corporate Allocation	\$ 3,211.22
	Evaluation expense	\$ -
	Indirect Expense (16.08%)	\$ 85,371.25
OTHER OPERATING EXPENSES TOTAL		\$ 230,822.47
TOTAL EXPENSES		\$ 755,527.00

Staff Supports:

Mileage \$9,200.00: Staff travel is reimbursed at the current IRS approved rate at time of travel, currently \$0.575 per mile. Staff will travel to meet with potential employers, obtain signatures on contracts, attend meetings in individual and group settings, etc.

Cell phone/plan fees & internet \$2,349.00 This includes a monthly stipend for 3 staff members assigned to this program for use of their personal cell phone at \$5.54/pay period. $5.54 \times 3 \times 26$ pay periods = \$432.12. Internet access is established by MOU at \$159.74 per month: 159.74×12 months = \$1,916.88.

General Office Expense:

Rent \$33,136.08: The staff will be based at the Porterville Employment Connection (\$516.77 per month) and Visalia Employment Connection (\$1,610.81 per month) 516.77×12 months = \$6,201.24 plus $1,610.81 \times 12$ months = \$19,329.72 for a total of \$25,530.96. This category also includes depreciation and interest for staff housed at CSET's main office \$29.00 per month $\times 12$ months = \$348.00 and security at \$604.76 per month $\times 12$ months = \$7,257.12.

Copier, fax, printer expenses \$3,966.84: This includes both the equipment leases for copier/printers at the Employment Connections and a direct portion of the same for the main office. Cost is budgeted at \$175 per month for each location for printing and leases. 175.00×12 months = \$2,100.00. Shared copiers established by MOU \$90.57 per month. 90.57×12 months = \$1,086.84. A fax machine is dedicated at the Visalia EC for confidential communications. The average monthly cost is \$65. 65.00×12 months = \$780.00. The actual amounts will vary each month based on actual usage.

Postage \$780.00: Calculation is at \$65.00 per month $\times 12$ months = \$780.00, including postage refills and lease of postage meter.

Janitorial/Housekeeping: Included in Building Maintenance.

Phone/comm (land lines) \$1,315.92: 105.07×12 months = \$1,260.84, per the Porterville and Visalia infrastructure agreement. Also includes other telephone charges for the fax access and alarm monitoring at both locations at \$4.59/month. 4.59×12 months = \$55.08.

Utilities/Maintenance \$7,659.84: Staff are located in both Porterville and Visalia. Utilities and maintenance costs established by the MOU at \$511.65 per month. 511.65×12 months = \$6,139.80. MOU does not include janitorial services because those are established by a separate agreement through CSET. Janitorial share averages \$126.67/month. 126.67×12 months = \$1,520.04.

Office/Admin supplies \$3,986.76: Office supplies are calculated at \$332.23 per month. 332.23×12 months = \$3,986.76. This includes pens, pencils, paper, toner, and miscellaneous office supplies. .

Program supplies: Included in Office/Admin supplies.

Audit Expense: Included in Indirect Expenses.

Corporate Allocation \$3,211.22: Miscellaneous expenses incurred by CSET that are shared direct expenses with all program staff benefitting. This can include purchase of supplies that are used by all locations (copy paper that is not purchased by specific programs), elevator maintenance/repairs, fire extinguisher maintenance, staff development activities, professional fees, dues, memberships, subscriptions, etc.

Evaluation Expense: Evaluation costs to be determined by County of Tulare.

Indirect Expenses \$85,371.25: This cost includes Executive Director, Administrative, Communication and Information, and Human Resources Staff, and the portion of shared expenses such as rent, utilities, phones, and other indirect program related costs such as copiers, security (at main office), janitorial, and facilities maintenance that are for the benefit of indirect staff; and audit fee. At the time of this proposal the Negotiated Indirect Cost Rate Agreement (ICR) is a provisional rate of 16.08%. The indirect cost rate cannot be charged against; Employer Training Incentives, Supportive Services (consumers) or volunteer costs. Costs eligible for ICR are Personnel, Operating Expenses, Training and Conferences and Corporate Allocation. $\$454,415.40 + \$70,289.13 + \$1,500 + \$1,500 + \$3,211.22 = \$530,915.75$. $\$530,915.75 \times 16.08\% = \$85,371.25$.

OTHER OPERATING EXPENSES TOTAL	\$230,822.47
TOTAL EXPENSES	\$755,527.00