

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

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

THIS AGREEMENT ("Agreement") is entered into as of July 30, 2024 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **THE SOURCE LGBT+CENTER, INC.** ("CONTRACTOR"), a non-profit corporation. 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 services of CONTRACTOR for providing core sexually transmitted diseases surveillance and disease intervention services; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY's Public Health Branch; 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, 2024, and expires at 11:59 PM on June 30, 2026, 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. 31822

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input 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

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
5957 South 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:

THE SOURCE LGBT+CENTER, INC.
PO Box 188
Visalia, CA 93279
Phone No: (559)-429-4277

(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]

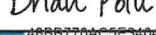
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

THE SOURCE LGBT+ CENTER, INC.

Date: 7/8/2024

By 
Print Name Brian Poth
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: 7/30/2024

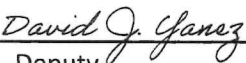
By 
Chair, Board of Supervisors

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 
Deputy

Date: 7/9/2024

Matter # 2024969

STI Prevention and Collaboration

Scope of Work for 2024-2025

The STI Prevention and Collaboration allocations are intended for the implementation of public health activities related to monitoring, prevention, testing, and linkage to and retention in care activities for the most vulnerable and underserved individuals living with, or at high risk for, sexually transmitted infections (STIs) in collaboration with community-based organizations (CBOs) within the local health jurisdiction (LHJ).

This partnership will establish a state-of-the-art testing modality at Federally Qualified Health Center (FQHC) in rural communities with limited access to care. Local Health Jurisdiction will educate community-based organization staff on STI problems and rates in the County of Tulare. The partnership and health promotion will increase community-level capacity to deliver STI prevention, testing, navigation, linkages to care, care coordination, and treatment for vulnerable and underserved people at high risk for STIs. Priority populations are people living or at high risk for STIs, people who are or can become pregnant who are at risk of acquiring syphilis and their partners, trans women, men who have sex with men, people who are LGBT +.

Goals and Objectives

Timeline July 1, 2024-June 30, 2025	
Activities	Performance indicators/deliverable
<p>Goal 1. The Source LGBT + Center will educate clients about Sexually Transmitted Infections/Diseases (STIs/STDs) and screening services offered through community engagement events and media.</p> <p>Objective 1.1: The Source LGBT + Center will promote medically accurate, non-stigmatizing health information for members of the public, people living with or at risk for STIs, and nonclinical service providers.</p> <p>Objective 1.2: The Source LGBT + Center will educate clients about the importance of using sex safe materials (condoms and lube).</p> <p>Objective 1.3: The Source LGBT + Center will serve as a condom distribution center</p>	<ul style="list-style-type: none"> Name of event or media, city, date, type of event (Presentation/Tabling/Testing/ social media posts) , number of people reached
<p>Goal 2: In partnership with a Federally Qualified Health Center (FQHC), The Source will facilitate syphilis testing events.</p> <p>Objective 2.1: Organize and host rapid syphilis testing events.</p>	<ul style="list-style-type: none"> Event name, city, date, type of event (Presentation/Tabling/Testing/ social media posts) number of people reached

Objective 2.2 The Source LGBT + center will utilize Grindr social media to promote rapid testing events in the community.	<ul style="list-style-type: none">• Promote testing events on social media
Goal 3: The Source LGBT + Center will attend trainings related to STI activities, promoting racial and health equity, and reducing stigma.	<ul style="list-style-type: none">• Track training name, date

Exhibit B
Compensation Amount

Subcontractor:	The Source
Fiscal Years:	FY 24/25 July 1, 2024 – June 30, 2025 \$87,328
	FY 25/26 July 1, 2025 – June 30, 2026 \$87,328
Total Amount:	\$174,656

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 Brian Poth Date: 7/8/2024

Contractor Name The Source LGBT+ Center

Signature Brian Poth
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