

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

THIS AGREEMENT ("Agreement") is entered into as of August 27, 2024 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Parenting Network, 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 services of CONTRACTOR** for the provision of the Parent Partner services program to provide emotional support, attend court hearings, and provide healthy role modeling to parents in our community.
- B. CONTRACTOR** has the experience and qualifications to provide the services COUNTY requires pertaining to the Child Welfare Services 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, 2024 and expires at 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:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit A**.
- 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 B**.
- 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/>

TULARE COUNTY AGREEMENT NO. 31863

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

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

<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

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 HHSA, CONTRACTS UNIT
5957 SOUTH MOONEY
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:

Parenting Network, Inc.
330 N. Johnson St.
Visalia, CA 93277
Phone No. 559-625-0384
Fax No. 559-625-1533

(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]

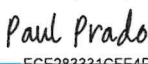
COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT FORM
REVISION APPROVED 01/01/2018

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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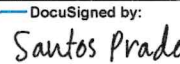
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 8/3/2024

PARENTING NETWORK INC.

By 
Print Name Paul Prado
Title Executive Director

Date: 8/5/2024

By 
Print Name Santos Prado
Title Board Chair

[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.]

Date: 8/27/2024

COUNTY OF TULARE

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 
Deputy
Matter # 2024975 8/6/24

Exhibit A

Parenting Network Family Resource Center
330 North Johnson Street
Visalia, CA 93291
(559) 625-0384

Contact Person: Paul Prado
paul@parentingnetwork.org

Parent Partner Program

Budget Line: 001-142-4020-7043

Fiscal Year: 2024-2025

Fund Amount: \$304,876.00

Services to be performed:

Contractor agrees to operate the “**Parent Partner Program**” in partnership with Child Welfare Services (CWS). The program is designed to enlist parents (both mothers and fathers) as staff who have experienced child removal, services, and reunification with CWS. Parent Partners are trained to provide support to CWS clients as they navigate within the CWS system. The Parent Partners serve as mentors, guides and advocates. Parent Partners are flexible in responding to a range of need CWS clients might present. The principal goal of their work is to encourage can empower CWS clients to gain awareness of their rights and responsibilities, and to assist parents toward reunification with their children.

The Parent Partner program also provides support to foster parents also known as “Resource Families” who have children placed in their care while separated from their parents. The Resource Family Mentor (RFM) is a former resource parent and trained to offer similar support as Parent Partners. The RFM is available to provide support to resource families during the Resource Family approval process and while licensed. Mentorship for Resource Families are intended to increase parents’ knowledge of licensing criteria, and provide guidance of training opportunities to support placement for the children in their care.

Child Welfare Services (CWS) will:

- Provide referrals to the Parent Partners and the Resource Family mentor
- Provide Contractor with a listing of appropriate Child Family Team Decision Meetings (CFT) meetings, Family Engagement Staffing, and workgroup meetings
- Collaborate with Parenting Network Family Resource Center (FRC) to provide mentoring and training to Parent Partners and Resource Family mentor
- Utilize reports/logs received by the Contractor to track open cases, services, and meetings
- Enter referrals for all eligible families into the County's Child Welfare Services, Case Management System (CWS/CMS)
- Coordinate meeting invitations with contractor
- Nominate individuals collaboratively with the CWS Family Advocate for the Parent Partner Program

Exhibit A**Contractor will:**

- Provide referred CWS families with a Parent Partner match either in North or South County
- Provide Resource Families with a Resource Family Mentor match
- Provide Parent Partners and Resource Family mentor to attend appropriate Child Family Team Decision Meetings (CFT) meetings, Family Engagement Staffing, and workgroup meetings
- Collaborate with CWS to provide mentoring and training to Parent Partners
- Maintain a current directory of Parent Partners
- Maintain records
 - Type of meetings; number of meetings
 - Applications
 - Training hours completed
- Nominate individuals collaboratively with the CWS Family Advocate for the Parent Partner Program

Program Participants Served

CFT Meetings	Family Engagement Staff Meetings	Workgroups or Meetings	Parent Partner Match	Resource Family Mentor Match
30	30	10	300	40

Deliverables

Contractor shall submit the following reports documenting program progress and clients completing services at mid-year, no later than January 15, 2025 and Year end July 15, 2025:

1. Program Narrative report- Mid year
2. Office of Child Abuse Prevention Year end report
3. Parent Partner Tracking Log
4. Resource Family Tracking Log

Payment Amount and Fee Schedule

Contractor shall invoice County monthly. The maximum amount payable for this agreement is \$304,876.00. Payment for service shall be on a reimbursement basis for adequately documented costs associated with cost principles and standards of Office of Management and Budget circular A-87.

- 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

Exhibit A

A standard indirect cost allowance may be used in lieu of determining actual indirect costs of service.

Budget Reductions

In the event the contractor anticipates that funds shall not be expended in full by the end of each fiscal year, contractor shall give Tulare County HHSA immediate written notice and negotiate a budget reduction.

Child Abuse and Neglect Reporting Act

The California Child Abuse and Neglect Reporting Law is currently found in Penal Code (P.C.) Sections 11164-11174.31. The primary intent of the reporting law is to protect an abused child from further child abuse. Child abuse must be reported when a mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. 11166 (a)).

Contractor shall notify Child Welfare Services in all instances where there is suspected child abuse in the home of a Child Welfare Services client and contractor shall further carry out their duties as a mandated reporter under the California Child Abuse and Neglect Reporting Law.

Publications

Materials published by Contractor shall ensure all publications funded through this contract will include acknowledgement of the Health and Human Services Agency, Child Welfare Services.

EXHIBIT B

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:

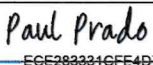
(mark X if applicable)

- ☐ 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 Paul Prado Date: 8/3/2024

Contractor Name DocuSigned by: Parenting Network Inc

Signature  ECE283321GFE4B7...