

TULARE COUNTY AGREEMENT NO. 302603

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of June 29, 2021 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 CONTRACTOR for the purpose of providing families housing assistance through the Housing Support Program.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CalWORKs 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, 2021 and expires at 11:59 PM on June 30, 2022 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/>

**COUNTY OF TULARE
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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 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:

Contracts Unit
Tulare County Health and Human
Services Agency
5957 S. Mooney Blvd
Visalia, CA 93277
Phone No.: 559-624-8000
FAX No.: 559-737-3718

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:

Community Services and Employment Training, Inc.
312 NW Third Ave.
Visalia, CA 93291
Phone No.: 559-732-4194
Fax No.: 559-732-0233

(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.

**COUNTY OF TULARE
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SERVICES AGREEMENT**

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.

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.

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 2021-06-15 08:42:12 PDT

Date: _____

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: 6/29/2021

By 

Chair, Board of Supervisors

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

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

By

Meredith Jones
Deputy Clerk

Approved as to Form
County Counsel

By

Eric M. Scott 6/15/21
Deputy

Matter # 2021521



EXHIBIT A

STATEMENT OF WORK July 1, 2021 THROUGH June 30, 2022

THIS STATEMENT OF WORK IS BETWEEN TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY and COMMUNITY SERVICES & EMPLOYMENT TRAINING INC., HERE-IN-AFTER REFERRED TO AS CONTRACTOR.

CONTRACTOR will provide the following services for the HHSA, TulareWORKs Housing Support Program (HSP).

Eligibility: To be eligible for the HSP, “homeless” is defined as:

- a. Lacking a fixed and regular nighttime residence; and either
 1. Having a primary nighttime residence that is supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
 2. Residing in a public or private place not designed for, ordinarily used as, a regular sleeping accommodation for human beings or
- b. In receipt of a judgment for eviction, as ordered by a court.

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSA), TulareWORKs Division.

Initial contact: Upon receipt of the TulareWORKs referral, CONTRACTOR staff will review and verify information to ensure all areas are completed. For individuals identified for potential eligibility for the program, CONTRACTOR will notify TulareWORKs liaison to verify CalWORKs/Housing Support Program eligibility. Contractor will contact eligible individuals within 48 hours of receipt of referral.

Outreach and Recruitment: CONTRACTOR will coordinate outreach and recruitment. TulareWORKs will assist in these activities. CONTRACTOR shall conduct outreach throughout Tulare County.

Orientation: CONTRACTOR will meet with program participants and discuss services available through its Housing Assistance Program and any other programs administered by CONTRACTOR, including those provided by other agencies and organizations.

Initial Assessment: An initial assessment will be conducted by CONTRACTOR directly following the eligibility determination by CalWORKs. CONTRACTOR will review an initial assessment to identify other support service needs and create a family service plan. Contractor will provide Budgeting tools (calculator, planners, organizing pockets) These tools will help participants keep their important documents secure and organized in one location.

Enrollment: When it has been determined that an applicant is a CalWORKs recipient and would benefit from housing assistance services, the applicant may be enrolled into the Welfare To Work (WTW) program if eligibility requirements are met. The participant becomes enrolled into CONTRACTOR programs immediately after receipt of referral or verified program eligibility.

CONTRACTOR will provide culturally competent services to families when determining the appropriate services needed which includes budget goals, desired school area, WTW participation, and other support services. CONTRACTOR will enter eligible client into HMIS (Homeless Management Information System) Data Collection System in accordance with HUD's requirements, under homeless or at risk of homelessness

CONTRACTOR will target housing placement within 3-5 days up to 14 days based on availability of family housing need and/or housing inventory. If immediate housing is needed, CONTRACTOR will work with other housing support programs and entities to secure temporary housing.

Participant Served: An individual becomes a "participant served" at the point he/she is provided with program services.

Expectations/Outcomes:

CONTRACTOR shall strive to serve **75** CalWORKs families needing housing assistance due to homelessness. The average base assistance per family shall be **\$5000**. Families with extenuating circumstances may receive additional assistance as approved by HHSA TulareWORKs. The following are services eligible in the HSP:

1. Housing assistance (Move-in/rental assistant) for permanent Housing
 - Housing deposit
 - Utility assistance
 - Moving assistance
 - Temporary shelter-Motel/Hotel on a case by case basis
 - Moving in essential items
 - Food Cards

Program Reporting:

The CONTRACTOR will submit monthly progress reports by the 10th of each month for all participants served during the report month. The report will include participant demographic information including but not limited to: Date of Birth (DOB), Social Security Number (SSN), age of all family members, types and amounts of HSP financial assistance and service activities provided in the program.

Invoicing:

The CONTRACTOR will submit an invoice/payment request in a format approved by the Health and Human Services Agency (HHSA) that will include an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide in a format approved by HHSA, a listing of all the program participants served during the month which includes the following minimum information:

A tabulation of all case counts for the month by service category and eligibility status. The tabulation shall include case counts by the following categories:

Federal Eligible Cases

- Unemployed
- Employed

Non-Federal Eligible Cases

- Unemployed
- Employed

Non-Maintenance Of Effort (MOE) Eligible Cases

- Unemployed
- Employed

CONTRACTOR shall submit a “Housing Support Program Claiming Information” form with each monthly invoice. The case counts and eligibility status information can be obtained through the tabulation of the HHSA referral forms provided to the CONTRACTOR each month. The Housing Support Program Claiming Information form is attached to this agreement as Exhibit A-1.

The Tulare County Health and Human Services Agency (HHSA) will reimburse the CONTRACTOR within 30 days of receiving an invoice/payment request.

Housing Support Program Participant Records:

CONTRACTOR records are maintained specifying when each participant, for whom services were reported, became enrolled and was assisted and when (if) his or her participation ended (due to activity ending, no longer participating, etc.).

CONTRACTOR shall provide case records for claimed participants showing them referred and participating in the housing assistance program and maintain documentation as necessary for the program year.

CONTRACTOR shall provide monthly program activity reports to TulareWORKs.

Additionally, CONTRACTOR shall monitor program participation and ensure all necessary services are provided through the case management process.

Case Management:

Services included in this category are:

- Referral for supportive or other necessary services is provided to assist families in addressing issues/barriers that may impede access to stable housing
- Financial Literacy Workshops
- Assistance with energy or housing subsidies.
- Referral if appropriate to Section 8 housing
- Referral to employment assistance programs

- Assist families in locating affordable housing and negotiating manageable and appropriate lease/rent agreements with landlords.

The case manager will be responsible to determine the family's needs and document the proposed course of action. Participants will be evaluated monthly to determine how they are progressing in the program and whether further assistance is needed. Additional financial assistance may be provided if the family has extenuating circumstances and with approval from HHSA TulareWORKs. Participants will be assessed for other programs in order to leverage all financial assistance and services offered by CSET and other agencies/organizations.

Follow-Up Services/Retention Period: Follow up with the participant must be conducted every thirty (30) days for 3 months or up to 6 months on an as needed basis to verify the participant remains in unsubsidized housing.

HHSA WILL ASSIST WITH THE FOLLOWING SERVICES:

- **Program Referrals**
- **Eligibility determination**

Meetings: Will be held with HHSA to discuss policy, procedures, and issues. Both parties agree to meet on an as needed basis to resolve critical program issues if necessary.

EXHIBIT A-1

Housing Support Program Claiming Information

Month:

Date:

Please enter the appropriate information into the Financial Information & Number of Open Cases boxes from the submitted invoice for the month. The bottom box is for county claiming purposes.

Contractor Input: Financial Information			
Federal Housing Assistance	\$ -	Fed: Transportation	\$ - Unemployed
		Fed: Transportation	\$ - Employed
Non-Federal Housing Assistance	\$ -	Non-Fed: Transportation	\$ - Unemployed
		Non-Fed: Transportation	\$ - Employed
Non-MOE Housing Assistance	\$ -	Non-MOE: Transportation	\$ - Unemployed
		Non-MOE: Transportation	\$ - Employed
Total HSP Assistance Costs for Month		\$ -	
Total Administrative Costs for Month		\$ -	
Total Amount Invoiced for Month		\$ -	

Contractor Input: Number of Open Cases (YTD Cumulative)		
Federally Eligible Cases		
Unemployed:	0	0.00%
Employed:	0	0.00%
Non-Federally Eligible Cases		
Unemployed:	0	0.00%
Employed:	0	0.00%
Non-MOE Eligible Cases		
Unemployed:	0	0.00%
Employed:	0	0.00%
Total Open Cases in Month:	0	

For County Claiming Purposes Only		
Federally Eligible CalWORKs		
Federal Housing Assistance:	\$ -	PIN: 895005
Federal Transportation - Unemployed:	\$ -	PIN: 895003
Federal Transportation - Employed:	\$ -	PIN: 895097
Unemployed:	\$ -	PIN: 895031
Employed:	\$ -	PIN: 895032
Non-Federal & TANF Timed Out:		
Non-Federal & TANF Timed-Out:	\$ -	PIN: 894005
Non-Fed Transportation - Unemployed:	\$ -	PIN: 894003
Non-Fed Transportation - Employed:	\$ -	PIN: 894097
Unemployed:	\$ -	PIN: 894031
Employed:	\$ -	PIN: 894032
Non-MOE		
Non-MOE:	\$ -	PIN: 893005
Non-MOE Transportation - Unemployed:	\$ -	PIN: 893003
Non-MOE Transportation - Employed:	\$ -	PIN: 893097
Unemployed:	\$ -	PIN: 893031
Employed:	\$ -	PIN: 893032
Total Amount Invoiced for Month:		\$ -

FISCAL YEAR 2022 BUDGET

EXHIBIT B

PROGRAM	HHSA HSP
GRANT CODE	2246000

GL	Titles	Total
4000	Revenue - Grants & Contracts	600,000.00
4001	Revenue - Non Grant/Contract	0.00
4009	Interest Income	0.00
4015	Contribution Revenue - Donation	0.00
TOTAL PROJECTED REVENUE		600,000.00
5110-5330	Wages/Fringe	170,117.61
5420	Bank & Elect Data Proc Fees	0.00
5430	Payroll Processing Fees	2,174.85
5450	Honoraria/Stipend	0.00
5460	Testing/Medical/Fingerprints	0.00
5470	Other Services	0.00
5480	Tuition Fees/Vouchers	0.00
5490	Temp Employ Agency Services	0.00
5543	Supplies - Instruct & Resource	0.00
5544	Supplies - Job Costs	0.00
5547	Supplies - Office	2,082.67
5590	Uniforms & Work Clothes	0.00
5610	Telephone - Cellular	1,024.80
5625	Internet Service	376.66
5660	Telephone - Local/LongDistance	588.00
5740	Postage & Shipping	70.00
5810	Building Space	351.79
5815	Storage/Containers	210.00
5820	Licenses & Permits	10.42
5830	Utilities - Elec/Gas/Wtr/Swr	1,220.69
5841	Bldg Maint & Repair	1,395.74
5850	Security	459.31
5860	Janitorial Services & Supplies	908.21
5910	Equipment Rental & Leasing	269.14
5930	Equipment purchases <\$5,000	0.00
5937	Tools & Safety Equipment	0.00
5941	Equip Maint & Repair	120.00
6110	Advertising	0.00
6111	Outreach	0.00
6120	Promotional/Presentation/Photo	0.00
6130	Printing	155.00
6200	Workkeys (WIOA)	0.00
6211	Travel Exp/Food/Fuel/Hotel	2,000.00
6215	Travel - Out of State	0.00
6235	Mileage Reimbursement	2,332.00
6250	Company Vehicles - Gas & Oil	0.00
6260	Company Vehicles - Insurance	0.00
6265	Company Vehicles - Maintenance	0.00
6267	Company Vehicles - License	0.00
6270	Vehicles - Rental & Leasing	0.00
6310	Meeting Space, Equip, Food Exp	0.00
6330	Speaker Honorariums	0.00
6350	Training Registration/Fees	2,000.00
6360	Student Activities	0.00
6401	Client Support Services	0.00

GL	Titles	Total
6402	Support Serv- Mileage Reimb	0.00
6403	Client Support - Incentive	0.00
6425	Professional Fee/Contract Serv	3,283.58
6430	Appliances/Materials	0.00
6435	HERS Rater	0.00
6446	Grant Sub-awardee	0.00
6447	SubContractor Costs (Delegate)	0.00
6448	Short-term Rent	0.00
6449	Med-term Rent	0.00
6451	Security Deposits	0.00
6452	Utility Deposits	0.00
6520	Dues, Membership, Subscription	8.40
6660	Scholarships & Tuitions	0.00
6670	Sponsorships/Donations	0.00
6680	Staff Recognition	0.00
6810	General Liability	2,460.00
6970	Other Costs	0.00
6980	Refuse - Jobs	0.00
7010	Depreciation	3,408.38
9020	Interest Expense - Loans	171.02
	SUBTOTAL DIRECT	197,198.28
7999	Indirect 16.00%	31,551.72

Other Expenses (excluded from ICR rate)

5600	Recycling Exp/Inc	0.00
6271	Vehicle - Purchase	0.00
6441	Energy Assist.	0.00
6443	Food Assist.	0.00
6444	Shelter Assist	0.00
6445	Housing Assist.	371,250.00
6451	Security Deposits	0.00
6452	Utility Deposits	0.00
	SUBTOTAL OTHER	371,250.00

Participant Related Expenses (excluded from ICR rate)

5110	Participant Wages	0.00
5310	Participant FICA	0.00
5330	Participant WC	0.00
5430	Payroll Fees	0.00
5450	Honoraria/Stipend	0.00
5460	Testing/Medical/Fingerprints	0.00
5480	Tuition Fees/Vouchers	0.00
5590	Uniforms & Work Clothes	0.00
5937	Tools & Safety Equipment	0.00
6211	Travel Exp/Food/Fuel/Hotel	0.00
6350	Training Registration/Fees	0.00
6360	Student Activities	0.00
6401	Client Support Services	0.00
6402	Support Serv - Mileage Reimb	0.00
6403	Client Support - Incentive	0.00
6630	OJT Contracts	0.00
6660	Scholarships & Tuitions	0.00
6670	Sponsorships/Donations	0.00
	SUBTOTAL PARTICIPANT	0.00
	TOTAL EXPENSES	600,000.00

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 Mary Alice Escarsega-Fechner Date: June 15, 2021

Contractor Name Community Services & Employment Training, Inc.

Signature E-SIGNED by Mary Alice Escarsega-Fechner
on 2021-06-15 08:42:19 PDT