

TULARE COUNTY AGREEMENT NO. 30270

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 INTELEGY CORPORATION, ("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 comprehensive Tulare County Health & Human Services Agency telework strategy; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to Tulare County Health & Human Services Agency's telework structure; 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 upon signatures by the Tulare County Board of Supervisors 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 Exhibit A.
- 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
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT FORM
 REVISION APPROVED 01/01/2018

**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 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
<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 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:

INTELEGY CORPORATION
 315 Tuscany CT.
 Danville CA, 94506
 Phone No.: 559-627-2046
 Fax 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.

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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 is an original and all of which taken together form one single document.

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

INTELEGY CORPORATION

Date: 6/11/2021

DocuSigned by:
Carole Dotson
BDE1D641BB184D7...
By Carole Dotson
Print Name
Title COO

Date: 6/11/2021

DocuSigned by:
Vail Dutto
89D89DAE2401458...
By Vail Dutto
Print Name
Title ceo

[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: 6/29/2021

COUNTY OF TULARE
By Ang Shublain
Chair, Board of Supervisors

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

By Mercedes Flores
Deputy Clerk
Allison K. Pierce
2021643



HHSA 2021 TELEWORK

EXHIBIT A & B SCOPE OF WORK

inTelegy

Presented to

HHSA

April 2021

www.intelegy.com

I. Situation Overview

The Health and Human Services Agency at Tulare County has experienced significant change of services in all departments in 2020 due to the COVID 19 response. As the ability to serve clients in person changed, staff were moved to a telework situation, and key management were deployed to other departments in support of the public health crisis, the organization adapted and pivoted to a new form of operations.

The Executive Management team is looking for support in the development of a comprehensive Telework strategy. It is expected that each department will have quite different statuses in how they have deployed telework, if they are able to track and report individual productivity measurements and the capability of remote telework in their service environment. This strategy will include the following Branches and areas:

Administrative Branch	Mental Health Branch	Public Health Branch	Human Services Branch
Human Resources	<u>Clinical Services</u>	WIC	<u>Child Welfare Services</u>
Community Outreach	Alcohol and Other Drug	Administration	Screening
Emergency Services	VAIC/ PAC Clinics	Environmental Quality	Emergency Response
	Mental Health Court	Health Ed/ Prevention	RFA
	Mental Health Services	Nursing	Court Report Writers
Fiscal Operations Branch	Quality Improvement	Clinic	Ongoing (8 areas)
Accounting		GE Team	Policy and Program
Accounts Payable		PH Lab	OA and SSA Support
Accounts Receivable	<u>Integrated Services</u>	PHEP	<u>Adult and Aging</u>
Animal Services	Managed Care	Emergency Preparedness	Public Guardian
Billing		<u>Environment Health</u>	Adult Protective Services
Compliance and Ethics	<u>Psychiatric Services</u>	Retail Food Inspection	IHSS
Contracts		CUPA Program	Public Authority
Logistics and Facilities	<u>Homeless Initiatives</u>	Land Use Program	Veterans
Public Guardian Fiscal		Solid Waste Program	Area Agency of Aging
		Water Program	<u>TulareWORKs</u>
		Integrated Waste	Phone Center
		MIL Inspection	Employment Services
		Environmental Inspection	Porterville Unit
		Det Facility Inspection	Tulare Unit
			Visalia Unit
			Lindsay Unit
			Dinuba Unit
			Central Mail & Imaging
			BEST Unit
			Policy and Training
			CalWIN/CalSAWS
			Analyst and Specialist

InTelegy Corporation, with over 13 years' experience working with Tulare County in two different agencies and several departments, is in a unique position to support HHSA in this planning and refinement of operations for the future. InTelegy Corporation is also currently supporting TulareWORKs on the development of a Telework strategy and has the groundwork to expand this analysis and structure to the rest of the agency.

The TulareWORKs Telework Pilot Assessment and Full Implementation Plan (currently scoped and funded using PA4233- end date June 2021) includes a plan development with the following deliverables:

- A. Current Telework Pilot status and results**
- B. TulareWORKs Telework Implementation Plan Document**

II. Scope of Work

1. HHSA Telework Plan by Branch

InTelegy's consultants work with each Branch and Division to document the current existence of Telework strategies within each of their unique program areas and to develop a comprehensive plan across all agency departments. This project will have 3 specific deliverables and the option for implementation support:

A. Telework Assessment by Branch- A report will be created that includes the status of Telework strategies, by branch, including the following information:

- A. Staffing Overview- current staff **all levels of staff classification**, budgeted and on the job, telework staff or status of teleworking for all staff
- B. Branch and Division Metrics and Individual Productivity Measurements - a documentation of critical outcome measures by area and the existence of individual productivity tracking and/or objectives. This is likely to require documentation at the Division or Unit level to accurately depict each unique measurement of productivity for the unique division workflows
- C. Operational Processes- impacted or available to be conducted by telework staff
- D. Technology overview for support of the remote service environment and telework environment
- E. Management Practices- overview of existence of processes and the impact with telework staff including Manager and Supervisor expectations
- F. Branch Level Policy Analysis- a review of existing policies related to telework, staff schedules and workplace expectations.

Plan: Self-Reporting, Data Collection and Consolidation AND 1 Division Level Interview for each of the Divisions identified.

B. Agency Policy Recommendation

- A. Identify Branch and Division level roll out and specifics
- B. Provide input and tracking for outside entity review.
- C. Communication Plan for Policy Dissemination

C. Branch Level Strategy with Details by Functional Area- A strategy will be developed for HHS that highlights the overall objectives and requirements for the implementation of a Branch level Telework policy.

- A. Measurement Categories for Individual Productivity
 - a. Current or Recommended Individual Data Point for each specific functional area (not the numerical goal or threshold)
 - b. Current Tracking or Future Method for Tracking
- B. By Branch and Division Review of Telework and Non-Telework eligible processes, In Person and Remote Service Options
- C. Technology requirements for remote customer services and telework environment
- D. Training and Human Resource Requirements
- E. Implementation Plan- Branch Level Subcommittee Recommendation\
- F. Timeline

D. Implementation Support InTelegy will work with each Branch as a project manager to ensure implementation of an approved strategy is conducted on time. This may include the forming of implementation committees and subcommittees. A final committee structure will be included in the Strategy development but may include the following:

- A. Executive Oversight- 1x Quarter, Agency Leadership
- B. HHS Steering Committee- 2x Month, Director Representation from each Branch
- C. Technology Committee- includes representation from each Branch and TCIT
- D. Branch Level Committees- A committee will be formed from each Branch, with subcommittees formed, as necessary.
 - a. Branch Level Telework Committees would meet 2x Month each.
 - b. InTelegy will facilitate all Branch level committees as well as the Executive Oversight, Steering and Technology Committees.
 - c. Detailed scope of work will be dependent on each Branch's unique requirements as outlined in the deliverable C above.

III. Budget-

• HHSA Telework Plan by Department		
A. Telework Assessment by Branch (5)	250 Hours Total Assumption: 2 months	\$62,500
B. Agency Policy Recommendation	40 hours @ \$250	\$10,000
C. Branch Level Strategy with Details by Functional Area	500 hours Total Assumption: 4-6 months	\$125,000
Total- Plan Phase		\$197,500
• Implementation Support		
D. Implementation Support	800 hours Total 5 Branches each need implementation support (example CWS Implementation scope) Assumes 8-month implementation plan	\$200,000

*Hours are estimated and are transferrable between categories are required of the project. The total budget is a not to exceed.

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 Intelegy Corp. 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 Carole C. Dotson Date: June 7, 2021

Contractor Name Intelegy Corporation

Signature Carole C. Dotson