

TULARE COUNTY AGREEMENT NO. 28053

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 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, 2018 and expires at 11:59 PM on June 30, 2019 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, A-1
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B-1, B-2, B-3, B-4
- 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/>

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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 checked="" 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 prepaid 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:

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.
312 NW 3RD Ave
Visalia, CA 93291
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.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

Date: 5/2/2018

By Mary Alice Escarsega-Fechner
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
HEALTH & HUMAN SERVICES AGENCY
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Date: 6/12/2018

COUNTY OF TULARE

By *J. Steve Smith*
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By *Mary Ronello*
Deputy Clerk



Approved as to Form
County Counsel

By *S. Smith 5/22/18*
Deputy
Matter # 2018459

EXHIBIT A
Scope of Services
Fiscal Year 2018-2019

Contractor: Community Services Employment Training (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.
- (vi) CONTRACTOR provides case management continuous (up to one (1)-year) throughout placement to ensure success. Clients may over time need additional services that can be provided for continued success.
- (vii) Client engagement is integral to job satisfaction, long term employment and/or education success.

D. Location:

1. CONTRACTOR will perform services in the communities of Porterville, Visalia, and Tulare at either CSET offices or One-Stop centers

E. Target Population:

1. Active or former clients of the Tulare County Mental Health Clinics or Contract Providers; ages 16 years of age and older for whom competitive employment has not traditionally occurred, or for whom competitive employment has been interrupted as a result of mental illness.
2. CONTRACTOR will serve 200 individuals per year through supported employment and volunteer placement.
 - (i) Employment enrollment will be at least 60% of the total enrolled.

F. Goals

1. To find a natural fit between strengths and experiences that enable clients to:
 - (i) Work/Volunteer in settings of their choice
 - (ii) Gain valuable work experience
 - (iii) Transition to permanent employment in the community
2. Increase self-sufficiency of clients by obtaining and retaining competitive employment in the community consistent with their job preferences. .
3. The supportive employment program shall implement the necessary strategies to reach a minimum of 70% (equal to or greater than) placement within employment positions or volunteer roles.
4. 4. Additionally the supportive employment program will sustain 70% (equal to or greater than) of clients placed in employment positions at one (1)-year post placement.

G. Process:

1. Tulare County Department of Mental Health Providers will be the primary referral source, ensuring to use a referral form developed by CONTRACTOR and will send a completed release of information to ensure the supported employment program can perform integrated services with client's mental health treatment team. Former clients of Tulare County Department of Mental Health Providers may be received as referrals, but CONTRACT must have the referrals approved by the Tulare County Department of Mental Health prior to entry into services.
2. Consumers referred will participate in the following process to include, but not limited to:

- i) An orientation that will review and highlight program goals and begin the assessment process. The orientation will also provide an outline of services that will be provided and designed at their pace.
 - ii) A 2-4 week-long topical seminars and workplace simulation activities. This component will be customized to meet the consumer's needs in 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 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)
 - iii) Consumer Job Satisfaction Survey (completed before placement, 1 month after placement, every 3 months thereafter, upon discharge from program, and 3 months after discharge from program)
5. CONTRACTOR shall maintain an evaluation plan. The SAMSHA Supported Employment Fidelity Scale tool with the SAMSHA Supported Employment Toolkit should be used as a resource when sustaining an evaluation plan. The evaluation plan should be able to answer the following questions and measure the following indicators, services, and supports:
- i) Vocational assessment
 - (a) Does the program include vocational evaluation procedures?
 - (b) What type of assessment procedures is used and in which setting?
 - (c) Must certain assessment procedures be completed before getting placement, such as testing, prevocational work adjustment?
 - (d) How much pre-placement assessment is done?
 - (e) How much time is spent on vocational and pre-placement assessment?
 - ii) Rapid Search
 - (a) What is the average length of time between when a client begins the program and the first contact with a competitive employer or volunteer placement; and what is the range of time for both?
 - (b) What is the program's philosophy about when to start the job/volunteer search, and what must be done before starting the search?
 - iii) Individualized Job/Volunteer Search
 - (a) How is it decided which jobs are identified in the job/volunteer search, who makes the decisions, and what information is it based upon?
 - (b) How has the nature of the job market affected the type of placements clients have obtained?
 - iv) Diversity of Jobs Developed
 - (a) Do employment specialists ever suggest to clients that they work in the same placement setting/type as other clients from this program, and what percentage of clients work in the same placement setting/type?
 - v) Permanence of Jobs Developed
 - (a) What percentage of the placements that employment specialists suggest to clients are permanent, competitive jobs?
 - (b) What percentage of placement suggested by employment specialists is temporary work, time-limited work, or volunteer roles?
 - vi) Jobs as Transitions
 - (a) Do employment specialists help clients another placement when one ends?

- (b) What percentage of clients who have ended placements have been provided assistance in finding another placement?
 - (c) What are the reasons an employment specialist would not assist a client find another placement when one has ended?
 - vii) Follow-along Supports
 - (a) Do employment specialists provide follow-along supports to clients and employers/placements, and what kind of supports?
 - (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?
6. 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
 - (c) On-the-job skill building
 - (d) On-the-job professional training

7. Services will include, but are not limited to:

- i) Individualized employment, volunteer and/or education plan
- ii) Job shadowing opportunities
- iii) Job interview role-playing
- iv) Basic computer literacy training
- v) Assistance in accessing stable housing
- vi) Assistance with school tuition, and purchasing books
- vii) Assistance in accessing childcare
- viii) Assistance to identify family or partner support
- ix) Job/volunteer placement and support
- x) Personalized benefits counseling
- xi) Budgeting
- xii) Application and résumé assistance
- xiii) Provision of job-related equipment and supplies
- xiv) Interview attire
- xv) Transportation assistance (e.g., bus passes)
- xvi) Supported employment/volunteerism support groups
- xvii) Linkage to community support groups
- xviii) Active facilitation in job acquisition (e.g., Employment Specialists may accompany clients on interviews)
- xix) Ongoing support to clients after employment or volunteer work is secured for one (1)-year following placement
- xx) Collaboration with client's mental health treatment team to ensure clients receive integrated assistance

I. Partnerships

8. CONTRACTOR will:

- i) Maintain long-standing partnerships with other local agencies and the business community to ensure program and client success, and to leverage other workforce development resources
- ii) Meet monthly with the Tulare County Department of Mental Health to discuss program and referrals
- iii) Actively participate in the Tulare County Department of Mental Health Wellness and Recovery Committee/Individual Placement Support (IPS) advisory committee meetings and activities

J. Training, Outreach and Education:

9. Employers:

- i) Training for employers on retention and support of clients in the workplace using a variety of tools to educate employers about the benefits of hiring people with lived public mental health services experience including benefits of a collaborative working relationship including the following components:
 - (a) A pool of interested and qualified applicants
 - (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.

10. 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

11. Clients

- i) Educate clients on how work or volunteerism may impact benefit programs applicable to client (e.g., SSI, SSDI, Ticket to Work, Medi-Cal, Section 8)
- ii) Educate clients on reporting income earned to necessary entities (e.g., IRS, California FTB, SSI, SSDI)

K. Staffing

12. 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 employ two part-time peer positions to provide supportive services including, but not limited to: support groups, WRAP, and life skills training.
- iii) All staff must receive Applied Suicide Intervention Skills Training (ASIST) and Mental Health First Aid (MHFA) training within 90 days of hire or commencement of this contract.
- iv) CONTRACTOR will hire culturally competent staff and provide ongoing cultural competency training and/or education to staff.

H. L. 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

I. M. 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
4. CONTRACTOR shall submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.
5. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in this contract. Budget modification may be waived at COUNTY's discretion.

ATTACHMENT A-1
TULARE COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) and the consumer and/or guardian, if appropriate.
- B. Assessment Update: As clinically indicated, with best practice being at least annually, a re-assessment of key indicators of the client's condition will be performed and documented within the chart, particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.

2. Plan of Care

- A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission, and updated thereafter at twelve (12) - month intervals, based on the "Open Episode" date.
- B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually, within 30 days prior to the anniversary date of the previous CWP.
- C. Content of CWPs:
 - 1. Specific, observable or quantifiable goals and objectives.
 - 2. Proposed type(s) of intervention to address the functional impairments or reasonable risk of significant deterioration in current functioning as identified in the Assessment. Interventions should include description of both the particular service and the specific intervention actions pertaining to the service.
 - 3. Proposed duration and frequency of intervention(s).
 - 4. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature on the plan and/or reference to consumer's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer. Consumer plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the consumer plan goals.

- E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
 - A. All service entries will include the date and time the services were provided.
 - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure
 - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.
 - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
 - E. The record will be legible.
 - F. The consumer record will document referrals to community resources and other agencies, when appropriate.
 - G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
 - H. Timeliness/Frequency of Progress Notes
 - 1. Shall be prepared for every Service Contact including:
 - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - b) Medication Support Services;
 - c) Crisis Intervention;
 - d) Case Management/Targeted Case Management (billable or non-billable).
 - 2. Shall be daily for:
 - a) Crisis Residential;
 - b) Crisis Stabilization (1x/23hr);
 - c) Day Treatment Intensive.
 - 3. Shall be weekly for:
 - a) Day Treatment Intensive for Clinical Summary;
 - b) Day Rehabilitation;
 - c) Adult Residential.
 - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
 - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send

grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services.
- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

Exhibit B

Compensation Fiscal Year 2018-2019

1. COMPENSATION for MEDI-CAL REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in the Scope of Work (SOW), 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) per year, and shall consist of County, State, and Federal funds as shown in **Exhibit B**. 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, 2019.
- 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 the SOW of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agencies, 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

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in Welfare Institutions Code Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform

Exhibit B

Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 10 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medical cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within ten (10) months from the month of service to avoid denial for late billing.
- d. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

4. COST REPORT:

- a. Within forty-five (45) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

Exhibit B

- c. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

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.

7. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSEMENT:

The reimbursement provisions set forth above will not be applicable if any actions or direction by COUNTY with regard to the program is the principle reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees, and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or to others, shall be paid by CONTRACTOR in accordance with this Exhibit.

EXHIBIT B-1
Budget
Fiscal Year 2018-2019

Contractor: Community Services Employment Training (CSET)
Program: Supported Employment and Volunteer Program

Provider Name: Community Services Employment Training, Inc		
Program Name: Tulare County Supported Employment and Volunteer Program		
Expenditures		
Number of Clients to be Served	FTE's	FY 18/19 200
PERSONNEL (List titles/classification individually)		
Accountant/CIS	0.10	\$ 4,168.30
Deputy Director	0.03	\$ 3,325.92
Director Workforce Development	0.25	\$ 20,233.36
Site Coordinator (Porterville)	0.04	\$ 2,343.33
Senior Program Coordinator	1.00	\$ 47,008.00
Senior Program Specialist (Porterville)	1.00	\$ 38,079.60
Senior Program Specialist (Visalia)	1.00	\$ 34,382.21
Senior Program Specialist (Volunteer)	1.00	\$ 35,162.21
Program Specialist (Volunteer)	1.00	\$ 29,310.51
Business Resource Specialist (Visalia)	1.00	\$ 37,279.16
Business Resource Specialist (Visalia)	1.00	\$ 36,023.20
Business Resource Specialist (Porterville)	1.00	\$ 35,587.26
Intern - Program Assistant I (Visalia)	0.50	\$ 11,440.00
Total Wages		\$ 334,343.06
Benefits 37%		\$ 125,087.23
PERSONNEL TOTAL	8.92	\$ 459,430.29
OPERATING EXPENSES		
Staff Supports (direct services)		
Mileage (staff vehicle use)		\$ 9,592.00
Car (lease/owned & gas)		\$ -
Vehicle maintenance		\$ -
Car insurance		\$ -
Cell phone & plan fees & internet		\$ 1,707.56
General Office Expense		
Office/Rent		\$ 23,253.36
Computers, software, supplies		\$ -
Copier, fax, printer expenses		\$ 7,924.80
Postage		\$ 480.00
Janitorial/Housekeeping		\$ -
Phone / comm (land lines)		\$ 687.96
Utilities/ Maintenance		\$ 4,568.52
Office/ Admin supplies		\$ 3,412.00
Program Supplies		\$ -
Fees, Insurance		\$ 9,699.25
OPERATING EXPENSES TOTAL		\$ 61,325.45
OTHER OPERATING EXPENSES		
Prof Services (contracted services)		
(list type of service, i.e. interpreter service)		
Employer Training Incentive		\$ 83,944.30
Supportive Services (participants)		\$ 1,500.00
Volunteer Stipends		\$ 69,000.00
Training & Conferences		
Course Expenses / Fees		\$ 1,000.00
Travel Expenses		\$ 2,000.00
Per Diem		
Program Oversight and Evaluation		
Audit expense		
Corporate Allocation		\$ 3,556.05
Evaluation expense		\$ -
Indirect Expense (13.99%)		\$ 73,770.91
OTHER OPERATING EXPENSES TOTAL		\$ 234,771.26
TOTAL EXPENSES		\$ 755,527.00

EXHIBIT B-2
Budget Worksheet and Budget Narrative
Fiscal Year 2018-2019

Contractor: Community Services Employment Training (CSET)
Program: Supported Employment and Volunteer Program

PERSONNEL:

Wages \$334,343.06: 0.10 FTE Accountant and Communications Information Specialist, 0.03 FTE Deputy Director of Workforce Development, 0.25 FTE Director of Workforce Development, 0.04 FTE Site Coordinator (Porterville location), 1 FTE Senior Program Coordinator, 3 FTE Senior Program Specialists, 1 FTE Program Specialist, 3 FTE Business Resource Specialists (Job Developer), and 0.50 FTE Program Assistant I - Intern (1 part-time Peer Program Assistant) will be assigned to this program. The annual wages are as follows:

Accountant/CIS	0.10	\$4,168.30
Deputy Director	0.03	\$3,325.92
Director of Workforce Dev.	0.25	\$20,233.36
Site Coordinator	0.04	\$2,343.33
Senior Program Coordinator	1.00	\$47,008
Senior Program Specialist	1.00	\$38,079.60
Senior Program Specialist	1.00	\$34,382.2
Senior Program Specialist	1.00	\$35,162.21
Program Specialist	1.00	\$29,310.51
Business Resource Specialist	1.00	\$37,279.16
Business Resource Specialist	1.00	\$36,023.20
Business Resource Specialist	1.00	\$35,587.26
Program Assistant I	0.50	\$11,440.00

Benefits \$125,087.23: CSET provides its full time staff with medical benefits including vision and dental, retirement, plus SUI, FICA, and Workers Compensation Insurance. For part-time staff, only FICA and Workers Compensation apply.

PERSONNEL TOTAL: \$459,430.29

OPERATING EXPENSES:

Effective September 1, 2017 CSET entered into a Cost Sharing Memorandum of Understanding with the Workforce Investment Board (WIB) for Infrastructure Costs at the Visalia Employment Connection and Porterville Employment Connection. This MOU, in order to enhance collaboration amongst partners, established cost allocation for joint infrastructure cost funding. The following share of costs were calculated by the WIB and those calculations were used for this budget: rent, electricity, gas, water, sewer, custodial, maintenance, internet access, telephones, security and shared copiers.

Staff Supports:

Mileage \$9,592: Staff travel is reimbursed at the current IRS approved rate at time of travel, currently \$0.545 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 \$1,707.56: This includes a monthly stipend for 2 staff members assigned to this program for use of their personal cell phone at \$5.54/pay period. $\$5.54 \times 2 \times 26 \text{ pay periods} = \288.08 . Internet access is established by MOU at \$118.29 per month: $\$118.29 \times 12 \text{ months} = \$1,419.48$

General Office Expense:

Rent \$23,253.36: The staff will be based at the Porterville Employment Connection (\$640.60 per month) and Visalia Employment Connection (\$1,065.39 per month) $\$640.60 \times 12 \text{ months} = \$7,687.20$ plus $\$1,065.39 \times 12 \text{ months} = \$12,784.68$ for a total of \$20,471.88. This category also includes depreciation and interest for staff housed at CSET's main office $\$29.00 \text{ per month} \times 12 \text{ months} = \348.00 and security at $\$202.79 \text{ per month} \times 12 \text{ months} = \$2,433.48$.

Copier, fax, printer expenses \$7,924.80: 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 \$275 per month for each location for printing and leases. Shared copiers established by MOU \$45.40 / per month. A fax machine is dedicated at the Visalia EC for confidential communications. The average monthly cost is \$65. The actual amounts will vary each month based on actual usage.

Postage \$480.00: Calculation is at $\$40.00 \text{ per month} \times 12 \text{ months} = \480.00 , including postage refills and lease of postage meter.

Janitorial/Housekeeping: Included in Building Maintenance.

Phone/comm (land lines) \$687.96: $\$57.33 \text{ per month} \times 12 \text{ months} = \687.96 .

Utilities/Maintenance \$4,568.52: Staff are located in both Porterville and Visalia. Utilities and maintenance costs established by the MOU at \$380.71 per month. $\$380.71 \times 12 \text{ months} = \$4,568.52$.

Office/Admin supplies \$3,412.00: Office supplies are calculated at \$284 per month. $\$284 \times 12 \text{ months} = \$3,412.00$. This includes pens, pencils, paper, toner, and miscellaneous office supplies.

Program supplies: Included in Office/Admin supplies.

Fees, Insurance \$9,699.25: Includes payroll processing fees, and general liability insurance. Payroll processing fees are \$24.85 per FTE per pay period: $\$24.85 \times 8.92 \text{ FTE} \times 26 \text{ pay periods} = \$5,763.21$. Participant payroll checks $67 \text{ contracts} \times 0.5 \text{ pay periods} \times \$24.85 = \$832.48$. Liability insurance is \$258.63 per month, $\$258.63 \times 12 \text{ months} = \$3,103.56$.

OPERATING EXPENSES TOTAL \$61,325.46

OTHER OPERATING EXPENSES:

Professional Services:

Employer Training Incentive \$83,944.30: 67 contracts for 100 hours of work at minimum wage plus FICA and Workers Compensation ($\$11.00 + \$1.08 + \$0.45 = \12.53 per hour) $\$12.53 \times 100 \text{ hours} = \$1,252.90$ per contract $\times 67 \text{ contracts} = \$83,944.30$.

Supportive Services \$1,500.00: Provided to consumers who may need work clothing, transportation assistance, books or food to help support their positive participation in the program or on the job. Amount per participant averages \$80 per participant; actual expenditure will be based on individual need.

Volunteer Stipends \$69,000.00: For the volunteer portion of the program, an estimated 50 consumers will receive between \$3,700-\$6,500 per month, based on the number of various volunteer activities completed and the actual number of volunteers.

Training & Conferences:

Course Expenses/Fees \$1,000.00: Covers training and or conference registration for staff to attend to improve their skills related to performing the job tasks necessary for this program.

Travel Expenses \$2,000.00: Covers expenses related to travel, room, and meals for staff members to attend training/conference.

Program Oversight and Evaluation:

Audit Expense: Included in Indirect Expenses.

Corporate Allocation \$3,556.05: 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 \$73,770.91: 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 is for a provisional rate of 13.99%.

OTHER OPERATING EXPENSES TOTAL	\$234,771.26
TOTAL EXPENSES	\$755,527.00

TULARE COUNTY MHSA
Fiscal Year 2018/2019 Invoice

Invoice Date:	Service Period:
Provider Name:	Program:
Mailing Address:	Contact Person:
	Phone Number:
Agreement Number:	Make Checks Payable To:
Provider Number:	

		FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
PERSONNEL	Number of FSP Served				
	Number of GSD Served				
	Staff				
	Administrative Staff (by job class)				
	Executive Director - Ramona Robertson		\$ -	\$ -	\$ -
	Administrative Assistant - Mia Cohen		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
	Clinical Staff (by job class)				
	Therapist - Kathleen Murphy		\$ -	\$ -	\$ -
	Therapist - Paul Moore		\$ -	\$ -	\$ -
	Peer Advocate - Kymry Hudson		\$ -	\$ -	\$ -
	Peer Advocate - Eric Bates		\$ -	\$ -	\$ -
	Peer Advocate - Porterville		\$ -	\$ -	\$ -
	Support Staff (by job class)				
	CAS II - Steve Cummings		\$ -	\$ -	\$ -
	CAS II - Jeff White		\$ -	\$ -	\$ -
	CAS I - Brian Thomas		\$ -	\$ -	\$ -
	CAS II - Robbie Thompson		\$ -	\$ -	\$ -
	CAS II - Michelle Pina		\$ -	\$ -	\$ -
	CAS II - Shirley Maldonado		\$ -	\$ -	\$ -
	CAS I - Tassie Parriera		\$ -	\$ -	\$ -
	CAS I - Lisa Kellenberger		\$ -	\$ -	\$ -
	CAS II - Veronica Garcia		\$ -	\$ -	\$ -
	CAS II - Victoria Philippe		\$ -	\$ -	\$ -
	CAS I - Kevin Smith		\$ -	\$ -	\$ -
	Recovery Specialist - Keri Sanders		\$ -	\$ -	\$ -
	Recovery Specialist - Porterville		\$ -	\$ -	\$ -
	Benefits (24.98%)		\$ -	\$ -	\$ -
	PERSONNEL TOTAL		\$ -	\$ -	\$ -
	OPERATING EXPENSES				
Staff Supports (direct services)					
Mileage (staff vehicle use)		\$ -	\$ -	\$ -	
Cars (lease/owned & gas)		\$ -	\$ -	\$ -	
Vehicle Maintenance		\$ -	\$ -	\$ -	
Car insurance		\$ -	\$ -	\$ -	
Cell phones & plan fees		\$ -	\$ -	\$ -	
General Office Expense					
Office / Rent		\$ -	\$ -	\$ -	
Computers, software, supplies		\$ -	\$ -	\$ -	
Copier, fax, printer expenses		\$ -	\$ -	\$ -	
Postage		\$ -	\$ -	\$ -	
Janitorial/Housekeeping		\$ -	\$ -	\$ -	
phone / comm. (land lines)		\$ -	\$ -	\$ -	
Utilities		\$ -	\$ -	\$ -	
Maintenance		\$ -	\$ -	\$ -	
Office/Admin supplies		\$ -	\$ -	\$ -	
Liability Insurance		\$ -	\$ -	\$ -	

Exhibit B-3
INVOICE TEMPLATE

	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Other (must detail)		\$ -	\$ -	\$ -
Depreciation		\$ -	\$ -	\$ -
Interest Expense		\$ -	\$ -	\$ -
License & Certification		\$ -	\$ -	\$ -
Miscellaneous		\$ -	\$ -	\$ -
Membership Fees				
Bank Charges				
Storage				
Taxes & Licenses		\$ -	\$ -	\$ -
General Program Expense				
Food		\$ -	\$ -	\$ -
Supplies, Daily		\$ -	\$ -	\$ -
Supplies, Other		\$ -	\$ -	\$ -
Education Supplies		\$ -	\$ -	\$ -
Recreational Supplies		\$ -	\$ -	\$ -
OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES				
Prof Services (contracted services)				
Licensed Therapist Family Services		\$ -	\$ -	\$ -
Interpreter		\$ -	\$ -	\$ -
Other Professional Fees		\$ -	\$ -	\$ -
Training & Conferences				
Course Expense / Fees		\$ -	\$ -	\$ -
Travel Expenses				
Per Diem				
Staff meetings				
Program Oversight and Evaluation				
Audit expense				
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense (15% of Personnel)		\$ -	\$ -	\$ -
Wellness and Recovery Activities				
Group Supplies		\$ -	\$ -	\$ -
Field Trips, Social Activities		\$ -	\$ -	\$ -
Computers/Printing		\$ -	\$ -	\$ -
WRAP Materials		\$ -	\$ -	\$ -
Education / Jobs training		\$ -	\$ -	\$ -
Clothing / Food		\$ -	\$ -	\$ -
Transportation Assistance		\$ -	\$ -	\$ -
Other Expenses		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
Less Amount Paid by Clients (Client Fees)		\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ -	\$ -

Authorized Signature:

COUNTY USE ONLY
CHARGE TO:

Program/Division

MHSA Approval:

County Approval:

EXHIBIT B-4
Electronic Health Records Software Charges
Fiscal Year 2018 - 2019

CONTRACTOR NAME

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$480.00
OrderConnect Medication Management Prescriber yearly per user fee	\$855.00
Non-Prescriber yearly per user fee	\$159.00
EPCS Token per user	\$75.00
EPCS Subscription	\$96.00
Yearly Maintenance fee per user	\$212.60

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula: $[\text{Total Maintenance Amount} \div \text{Total Number of Users}]$

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the contractor.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS 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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit 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 shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. 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.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If 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, 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 material, parts, or equipment furnished in connection with such work or operations.*
 - 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. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

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

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

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.