

TULARE COUNTY AGREEMENT NO. 28703

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 TURNING POINT OF CENTRAL CALIFORNIA, INC., a California 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 for provision of Children's Mental Health services for TulareWORKS Welfare to Work participants; 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, A-2.
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

<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 checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
<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	

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:

CONTRACT UNIT
 TULARE COUNTY HEALTH & HUMAN SERVICES
 AGENCY
 5957 S. Mooney Boulevard
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrell Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

TURNING POINT OF CENTRAL CALIFORNIA, INC.
 220 N. Locust Street
 Visalia, CA 93291
 Phone No.: 559-627-1385
 Fax No.: 559-636-2105

(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
HEALTH & HUMAN SERVICES AGENCY
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.

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

Date: 5/28/18

By [Signature]
Print Name Raymond R. Banks
Title Chief Executive Officer

Date: 5/30/18

By [Signature]
Print Name Bruce Tyler
Title Chief Financial Officer

[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: 6/20/2018

By [Signature]
Chairman, Board of Supervisors

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

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By [Signature] 6/7/18
Deputy
Matter # 2018476

EXHIBIT A
Scope of Services
Fiscal Year 2018/2019
Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.
Program: Children's Mental Health

DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-Wide Program Intent and Goals:

1. CONTRACTOR shall provide Children's Mental Health services as mandated in Senate Bill (SB) 1041 and Assembly Bill (AB) 74 for TulareWORKs participants and is contingent on available funding.
2. Preparation expenses may include equipment, furnishings, vehicles, or other overhead support costs, when appropriate, and will be reimbursed as an additional expense above the amount allocated for provision of services.
3. Preparation of expense reimbursement requires the Mental Health Director approval in advance of any expenditure of funds.

B. Description of Services to be Provided:

1. Receive all referrals as identified by the TulareWORKs program
2. Provide children's mental health services during the standard work week; Monday through Friday; 8:00 AM to 5:00 PM
3. Provide children's mental health services in the five (5) service areas throughout Tulare County: Visalia, Porterville, Dinuba, Lindsay, Tulare, and Porterville.
4. Conduct services in the office (either the TulareWORKs or CONTRACTOR office), child's home, or school setting
5. Maintain documentation of all attempts (phone calls, letters) to secure an appointment with family to offer services. Provide reply summaries to the COUNTY regarding the attempts
6. Provide assessment, development of a Consumer Well Plan (CWP), and referral for other appropriate services if deemed necessary
7. Provide Short Term counseling: Group, Family, and Individual Sessions. Counseling services should be time limited and should not exceed six (6) months
8. Provide services deemed necessary "to remove barriers to employment" from the household

9. Miscellaneous treatment methods deemed necessary by CONTRACTOR with the goal of assisting household to move from Welfare-to- work towards independence
10. Provide effective case management services to child/household
11. If the child requires extensive mental health counseling/services, the therapist shall refer the consumer/parents to County Mental Health
12. Provide reply summaries with progress outcomes on a weekly basis to COUNTY on each participant. The reply summaries shall include the following: scheduled appointments, assessment completed, missed appointments, rescheduled appointments, failure to appear for appointments, counseling session, referral for other necessary services, and discharges
13. Maintain a daily log of contacts that include: date of referral, referring TulareWORKs office, assigned therapist, date of contact, name of the child, date of birth of child, type of contact, Cal WIN case #, location of contact, hours/minutes of encounter, and outcome.
14. Maintain a mental health chart on each child receiving mental health services in compliance with Tulare County Mental Health Plan policies and procedures. All records prepared by CONTRACTOR shall be the property of the COUNTY. The CONTRACTOR shall be the custodian of records for the COUNTY and respond to subpoenas regarding records and/or treatment. At the termination of the contract, the records shall become the property of the COUNTY
15. Provide appropriate and adequate language services, including, but not limited to, Spanish-speaking personnel for monolingual parents or children
16. Comply with applicable laws, regulations, codes, and guidelines regarding mental health services, licensing, and requirements for the State of California
17. Implement written policies and procedures for the provision of children's mental health services to the TulareWORKs service population
18. Provide monthly data element reports to Mental Health on outcomes based on a format determined by the COUNTY
19. Meet with COUNTY administrative staff on a quarterly basis to discuss the provisions for services, operation, and evaluation
20. Maintain a collaborative and open relationship with TulareWORKs staff in the provision of services, operation, and evaluation
21. Adhere to the standards of confidentiality pursuant to Welfare and Institutions Code 10850
22. Bill for services on a monthly basis using the standard Mental Health invoice process

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

EXHIBIT A-2
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

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A** of this agreement, subject to any maximums.
- b. The maximum contract amount shall not exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) and shall consist of State, and Federal funds.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A** of this Agreement.
- d. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), 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.
- e. 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. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Alcohol and Drug Fiscal Analyst at no later than ten (10) days after the end of the month in which those expenditures were incurred. The invoice must include budget categories (Salaries, Benefits, Operating Expenses) and be supported by a data 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.

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.*

EXHIBIT C

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.