

TULARE COUNTY AGREEMENT NO. 28743

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 TULARE COUNTY SUPERINTENDENT OF SCHOOLS, ("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 obtain the provision of mental health services in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health, and the Tulare County Mental Health Annual Plan; 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 Exhibits B, B-1, B-2, B-3.
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 (<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	

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. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
 6200 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-737-6710

(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
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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: 6/6/18

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

By Tammy McKean

Print Name Tammy McKean

Title Assistant Superintendent

Date: 6-8-18

By Jim Vidak

Print Name Jim Vidak

Title Superintendent of Schools

[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: July 17, 2018

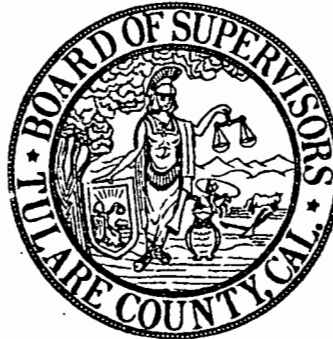
COUNTY OF TULARE

By John Smithley

Chairman, Board of Supervisors

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

By Mary Rucello
Deputy Clerk



Approved as to Form
County Counsel

By Jorge
Deputy

Matter # 20187103

**Exhibit A
Scope of Work
Fiscal Year 2018/2019**

**Contractor: Tulare County Superintendent of Schools
Behavior Health Services
Prevention Program: Preschool Expulsion Reduction Program**

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the Preschool Expulsion Reduction Program are to:

1. Prevent preschool expulsion through programs that provide an alternative to expulsion.
2. Enable early identification of children at-risk of school failure.
3. Increase resiliency of at-risk children.
4. Utilize Prevention and Early Intervention (PEI) funds to provide new services or enhance existing services. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work

CONTRACTOR shall:

1. Utilize evidence-based practices (e.g., Preschool Life Skills curriculum) to promote the development of social/emotional competence in young children and prevent challenging, disruptive behavior by providing early childhood behavioral and mental health consultation to teachers, parents, and children in preschool settings.
 - a. Core program components shall include:
 - Observation, screening, assessment, and consultation to identified children/classrooms by early childhood educational and behavioral consultants with expertise in the social and emotional development of young children.
 - Intensive behavioral intervention for identified children.
 - Preschool staff and participating parent training.
 - Referrals of children and families, as needed, for counseling, mental health services and/or other intervention services.

- Early childhood consultation to promote universal best practices in preschool classrooms.
 - Outreach in community and preschools.
2. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations.
 3. Provide services to un/underserved population groups (e.g., African American, Native American, Monolingual Spanish Speakers, Southeast Asians, LGBTQ) in a manner that is easily accessible, thorough, and culturally and linguistically competent.
 4. Utilize existing collaborations and community resources, including First 5 Tulare County, to leverage the resources of the Preschool Expulsion Reduction Program.
 5. Ensure input from teachers and parents of children receiving services is used to direct the activities of the Preschool Expulsion Reduction Program.

B. Description of Services

1. Access/Location and Hours of Service

CONTRACTOR shall provide services in natural community settings, including Tulare County public preschool programs, private preschool programs, and community child care centers, during normal preschool hours. Services may also be provided in a child’s home, as warranted.

2. Minimum Staffing Requirements

CONTRACTOR agrees to provide the level of staffing for the Preschool Expulsion Reduction Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit B-2, Budget Narrative.

3. Evidence-Based Practice (EBP) Model

CONTRACTOR shall provide services based on the Preschool Life Skills curriculum, a framework of evidence-based intervention practices that teach critical social skills and promotes the development of emotional competence in very young children.

4. Outreach/Collaboration

- a. CONTRACTOR shall conduct presentations at community/school sites to promote the program.
- b. CONTRACTOR shall participate with MHAM events to promote awareness of the Preschool Expulsion Reduction Program.

- c. CONTRACTOR shall participate at Tulare County Fair Mental Health Outreach booth to promote awareness of the Preschool Expulsion Reduction Program.

5. Training

CONTRACTOR shall provide applicable training and workshops to all staff and community members related to this program.

6. Information Referral Process

- a. CONTRACTOR shall use the Tulare County school system as a point of referral for other needed services. Students identified through screening as having needs beyond the scope of the Preschool Expulsion Reduction Program will be referred to local mental health services, using systems that are currently in place.

- b. CONTRACTOR shall provide children and families with referral and linkage to the Family Interaction Program, as needed.

7. Recordkeeping

CONTRACTOR shall provide reports to the Tulare County Mental Health Branch (COUNTY) based on its evaluation plan, as required for monitoring and for State reporting requirements.

8. IT System

All tasks requiring IT linkage and interface shall run through the HIPAA-compliant, firewall-protected network provided by the CONTRACTOR. Included shall be payroll, Internet access, e-mail, financial transactions, and data collection.

III. OUTCOME AND EVALUATION

A. Number of Individuals to be Served

- By the end of FY 18/19, at least 10 preschool-aged children will have received early intervention behavior modification services in the classroom or the home. Referrals for services may be made by, but are not limited to, parents, preschools, CVRC prevention programs, or physicians.

B. Objectives to be addressed:

1. Process Objectives:

a. Administrative objectives:

- On a quarterly basis, meet with teachers and parents of children in the program to review progress, obstacles, needs and program improvement activities.

- At least 200 educational professionals will have received education about the program.
- b. Programmatic objectives- In 6 months after contract starts:
- 5 preschool-aged children will have received early intervention behavior modification services in the classroom.
2. Outcome Objectives:
- a. Administrative objectives- By the end of FY 18/19:
- At least 10 preschool classrooms will have received observation, screening, assessment, and consultation services provided by early childhood educational and behavioral consultants.
 - At least 30 educational professionals – located at the program sites - will have received early childhood education training and support using the preschool life skills curriculum.
 - At least 200 educational professionals will have received education about the program.
- b. Programmatic objectives- By the end of FY 18/19:
- At least 90% of the identified program participants will successfully complete the program without being expelled
 - 90% of all the preschool classes will successfully complete the program.
 - At least 70% of identified program participants (i.e., just those referred to the program) will experience an increase in their PLS scores
 - At least 80% of all program participants (i.e., all students from participating classes) will experience an increase in their PLS scores
 - The school sites receiving the program will experience a reduction in their preschool expulsion rates.
3. Impact Objectives (CONTRACTOR must collaborate with COUNTY in measuring impact objectives):
- a. Administrative objectives:
- In 6 months, after FY 18/19 contract ends, increase cooperation between agencies
- b. Programmatic objectives- In 6 months, after FY 18/19 contract ends:
- Increase child access to wellness and recovery education and early intervention services
 - There will be a decrease in negative outcomes in the community that may result from untreated mental illness, which may include, but is not limited to, school failure, and the removal of children from their homes.
2. CONTRACTOR shall collect all demographic and service count data, participant data, and process data, and report quarterly to COUNTY.

3. Annual Report

- a. CONTRACTOR will record the following outcome information for each child enrolled in the program in a single electronic file, and submit this data to the PEI Coordinator as requested: date of birth, start date, end date, program completion status, PLS Teacher Questionnaire values (pre/post surveys), and PLS Parent Questionnaire values (pre/post surveys), and PLS assessment scores (pre/post).
 - b. CONTRACTOR will collect information on expulsion rates from each identified preschool prior to commencing contract, and at end of contract. This data will be kept in an electronic file and submitted to the PEI Coordinator as requested.
 - c. CONTRACTOR will collect assessment and pre/post data on all students from each preschool class receiving the program.
 - d. CONTRACTOR will analyze process/outcome data in accordance with methods outlined in the established evaluation plan and generate a summary report of findings.
 - e. CONTRACTOR will provide the COUNTY with a copy of the summary report within 45 days of the close of each contract year per MHSA PEI requirements.
4. PEI Coordinator will have access to this data and will review data and reports generated by CONTRACTOR.
 5. CONTRACTOR shall develop a system for using process data to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

V. ADDITIONAL EXPECTATIONS

1. 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.
2. 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 Exhibit B-1. Budget modification may be waived at COUNTY's discretion.
3. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with COUNTY and all agencies identified by COUNTY. No work developed under the contract may be considered proprietary or may be sold for additional profit.
4. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.

5. CONTRACTOR may be expected to attend training facilitated by COUNTY.
6. Additional monitoring and reporting may be required to address any emergent issues.

EXHIBIT 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 reassessment 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 A-2

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
- 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 B
Compensation
Fiscal Year 2018/2019

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed One Hundred Fifty-Nine Thousand, Four Hundred Ten Dollars (\$159,410), and shall consist of County, State, and Federal funds. 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.
- 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. The amount noted above is set forth in the budget, attached hereto as Exhibit B-1 & B-2 and incorporated herein by reference. The budget as may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- f. 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.
- g. 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 Mental Health Services Act Fiscal Analyst at ARoss@tularehhsa.org, 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. 12 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this

Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

3. COST REPORT:

- a. Within sixty (60) 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 from COUNTY, for any purpose, 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.

4. 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.

5. 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.

**Exhibit B-1
Budget and Budget Narrative
Fiscal Year 2018/19**

**Contractor: TCOE, Behavior Health Services
Prevention Program: Preschool Expulsion Reduction Program (PEI-X)**

Expenditures	FTE's	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual (Total)
PERSONNEL (STAFF)						
Administrative Staff:						
Grant Coordinator	0.5	\$10,723	\$10,723	\$10,723	\$10,723	\$42,892
						\$0
Clinical staff						\$0
						\$0
Support staff:						
Behavior Tutors	2.5	\$13,938	\$13,938	\$13,938	\$13,936	\$55,750
Benefits (percentage)		\$9,735	\$9,735	\$9,735	\$9,735	\$38,939
TOTAL PERSONNEL (STAFF)		\$34,395	\$34,396	\$34,396	\$34,394	\$137,581
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		\$750	\$750	\$750	\$750	\$3,000
Vehicles (lease/owned)						\$0
Vehicle Gas & Maintenance						\$0
Vehicle insurance						\$0
Cell phones & plan fees		\$85	\$85	\$85	\$85	\$340
Program Supplies						\$0
						\$0
General Office Expense						\$0
Office / Rent						\$0
Utilities / Maintenance						\$0
Computers & software support						\$0
Copier, fax, printer & printing expenses						\$0
Postage						\$0
Phone / Comm. (land lines)						\$0
Office/Admin supplies/Reinforcement Supplies		\$1,022	\$1,022	\$1,022	\$1,023	\$4,088
Property & Liability Insurance						\$0
						\$0
TOTAL OPERATING EXPENSES		\$1,857	\$1,857	\$1,857	\$1,858	\$7,428
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						0
						0
Outreach & Engagement						0
Food, clothing, supplies						0
						\$0
						0
Training & Conferences						0
Course Expense / Fees						\$0
Travel Expenses						\$0
Per Diem						\$0
Staff meetings						\$0
						\$0
Site Start-up						\$0
						\$0
						\$0
						\$0
Program Oversight and Evaluation						\$0
Audit expense						\$0
Corporate Allocation						\$0
Evaluation expense					\$2,634	\$2,634
						\$0
Indirect Expense (7.97%)		\$2,942	\$2,942	\$2,942	\$2,942	\$11,767
						\$0
Total Other Operating Expenses		\$2,942	\$2,942	\$2,942	\$5,576	\$14,401
Total Expenses		\$ 39,194	\$ 39,194	\$ 39,194	\$ 41,828	\$ 159,410

**Exhibit B-2
Budget Narrative
Fiscal Year 2018/2019**

**Contractor: Tulare County Office of Education, Behavior Health Services
Prevention Program: Preschool Expulsion Reduction Program**

Personnel Expenses (Staff):

Classifications: Grant Coordinator, Behavior Tutors (s): (\$98,642)

Payroll Taxes & Benefits: (\$38,939)

TOTAL PERSONNEL EXPENSES: (\$137,581)

Operating Expenses:

Staff Supports (Direct Services): Mileage, Cell Phone (\$3,340)

General Office Expenses: Computer software, ink Cartridges, laminating sheets, copy paper, postage, publication, copy expenses, folders, binders, labels, tangible and edible reinforcements, other (\$4,088)

TOTAL OPERATING EXPENSES: (\$7,428)

Other Operating Expenses:

Professional Services (contracted services):

Program Oversight & Evaluation: Indirect Expenses at 7.97%, Independent contractor to evaluate the curriculum used in the preschool classrooms (\$14,401)

TOTAL OTHER OPERATING EXPENSES: (\$14,401)

TOTAL EXPENSES: (\$159,410)

Exhibit B-3
 Invoice Template
 Fiscal Year 2018/2019

**Contractor: Tulare County Superintendent of Schools
 Prevention Program: Preschool Expulsion Reduction Program**

Invoice Date:	
Month costs incurred:	
Provider Name:	
Mailing Address:	
Contact Person:	
Phone Number:	
Program:	
Agreement Number:	
Provider Number:	
Make Checks Payable To:	

Expenditures				
	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
PERSONNEL (STAFF)				
Administrator				0.00
Benefits (percentage)				0.00
TOTAL PERSONNEL (STAFF)	0.00	0.00	0.00	0.00
OPERATING EXPENSES				
Staff Supports (direct services)				
Mileage (staff vehicle use)				0.00
Cell phones & plan fees				0.00
General Office Expense				
Office/Admin supplies/Reinforcement Supplies				0.00
TOTAL OPERATING EXPENSES		0.00	0.00	0.00
OTHER OPERATING EXPENSES				
Training & Conferences				
Course Expense / Fees				0.00
Program Oversight and Evaluation				
Evaluation expense				0.00
Indirect Expense (8.25%)				0.00
Total Other Operating Expenses		0.00	0.00	0.00
Total Expenses		0.00	0.00	0.00

Authorized Signature:	
COUNTY USE ONLY	
CHARGE TO:	
Program/Division	
MHSA Approval:	
County Approval:	

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 CONTRACTPR 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.