

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **UPLIFT FAMILY SERVICES**, A California Non-Profit 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 CONTRACTOR for the purpose of providing mental health programs in Tulare County in conformance with 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 COUNTY requires to operate the service(s) applied for and deal with mentally ill persons with persistent needs; 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, 2019, and expires at 11:59 PM on June 30, 2020 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"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit</b>	

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

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:**

Uplift Family Services  
 251 Llewellyn Avenue  
 Campbell, CA 95008  
 Phone No.: 408-364-4042  
 Fax No.: 559-248-8555

(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: 5/30/19

**UPLIFT FAMILY SERVICES**  
By [Signature]  
Print Name Darrell Ebra  
Title CEO

Date: 5/30/19

By [Signature]  
Print Name Jason D. Gurahoo  
Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

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

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel  
By [Signature]  
Deputy  
Matter # 2019418

**Exhibit A  
Services  
Fiscal Year 2019/20**

**Contractor: UPLIFT FAMILY SERVICES  
Program: Crossroads Transitional Age Youth Housing**

**I. DESCRIPTION OF SERVICES/INTENT, AND GOALS:**

**A. System-Wide Program Intent and Goals**

1. To provide transitional housing and recovery based mental health and supportive services to transitional age youth with severe mental illness (SMI) and/or severe emotional disturbance (SED) that are easily accessible, and culturally competent.

**B. Description of Services and Treatment Methods**

**1. FSP Services**

- a) Each partner (i.e., consumer enrolled in a full service partnership program) will create and maintain a Wellness and Recovery Action Plan (WRAP).
- b) Each partner will develop an Independent Living Plan (ILP) upon enrollment, with measurable goals for education, employment, housing, and overall wellness. This plan will be reviewed and updated with the partner and partner's treatment team at least monthly.
- c) Partners will receive, at minimum, three supportive services per week at the TAY Crossroads housing site to include:
  - (1) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)
  - (2) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)
  - (3) Education support (e.g., study groups, college tours, and presentations from educators)
  - (4) Peer Mentoring (e.g., WRAP)
  - (5) Socialization (e.g., museum tours, and recreational activities)
- d) Crossroads staff will meet weekly with partner's treatment team to address needs of shared partners, and to ensure supportive services are provided collaboratively and not duplicated.

**2. Transition and Discharge**

- a) Transition of partners to less intensive treatment modalities will occur as the partner develops competencies and resources to meet recovery goals without FSP services. Partners shall be discharged when they meet one or more of the following criteria:
  - (1) Partner's refusal of services by the legally responsible adult,
  - (2) Partner's or legally responsible adult's unilateral decision to terminate treatment,
  - (3) Transfer to another program that has been mutually agreed upon,
  - (4) Mutual agreement that the goals of treatment have been met.

3. Wellness and Recovery Center
  - a) CONTRACTOR will house and properly secure all Wellness and Recovery Center equipment and supplies at both the Visalia and Porterville TAY Crossroads sites.
  - b) CONTRACTOR will report any lost, stolen or damaged items to the COUNTY within 10 business days.
  - c) CONTRACTOR will develop, in collaboration with partners, policies for Center use to include: monitoring and supervision, hours of operation, allowable activities, etc. CONTRACTOR will submit these policies to the COUNTY within 60 days of the commencement of this contract.
  - d) CONTRACTOR will be responsible for ongoing costs associated with maintaining and replacing equipment purchased by the COUNTY including, but not limited to: maintenance of exercise and computer equipment, and internet fees.
  - e) CONTRACTOR will be responsible for security and secured use of Wellness and Recovery Center equipment.

## **II. POPULATION SERVED**

### **A. Demographics**

1. Transitional Age Youth (TAY) ages 18-25 who are enrolled in a FSP program are eligible for the Crossroads Transitional Age Youth Housing program.
2. As part of the requirements of the Mental Health Services Act (Welfare and Institutions Code, Division 5, Part 3), CONTRACTOR must identify priority populations in both unincorporated, and rural incorporated areas. Characteristics of Tulare County priority populations include co-occurring disorders; those at-risk of criminal justice involvement; domestic violence; and individuals that are institutionalized or at-risk of institutionalization. Priority populations also include individuals from Hispanic, African-American, and Native American communities; and communities that are traditionally unserved or underserved, and lower income.

## **III. PROGRAM PERFORMANCE STANDARDS**

### **A. Active Caseload**

CONTRACTOR will maintain a capacity of ten (10) residents to be housed at the Visalia location, and ten (10) residents to be housed at the Porterville location for FY 2018/2019.

### **B. Service Provision**

1. Documentation, electronic data and operating procedures will be reviewed to ensure compliance with HIPAA regulations.
2. CONTRACTOR will consult with COUNTY to ensure that facilities and equipment meet COUNTY expectations and correspond with submitted budget.
3. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve priority populations.

4. Services will be delivered within the Tulare County HHS, Department of Mental Health and the State Department of Mental Health standards of care.
5. CONTRACTOR will encourage partners and family members to help improve service delivery and provide program oversight.
6. CONTRACTOR will develop ethnic-specific strategies to eliminate disparities in access to care for racial and ethnic populations

C. Emergency and Crisis Procedures

1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
2. CONTRACTOR will institute a twenty-four (24) hour per day, seven (7) day per week crisis process in collaboration with OneStop Center programs.

**IV. REPORTING STANDARDS**

A. CONTRACTOR will record demographic and service data, including service location, for all consumers served, and submit a monthly QIC and narrative report to the CSS Coordinator.

B. CONTRACTOR's services will result in the following outcomes:

Youth will exhibit emotional and behavioral improvement, increase pro-social behavior, and improve adult/youth relationships.	At least 75% of youth will improve their total Adult Needs and Strengths Assessment (ANSA) score.
Improve functional stability and reduce need for crisis care.	At least 75% of youth will decrease (or maintain at 0) their average number of hospitalizations as compared with their 12 month historical average prior to program entry.
	At least 75% of youth will decrease (or maintain at 0) their average number of crisis hospital visits as compared with their 12 month historical average prior to program entry.
Participants will be satisfied with services.	At least 75% of participants will be satisfied with services. (internally created survey administered twice a year)
Educational functioning will improve.	At least 75% of youth will improve (or maintain a score of 0 or 1) on the "Educational Functioning" item, "Educational/Vocational" domain of the ANSA.

Youth will exhibit progress toward achieving educational goals.	At least 75% of youth will improve (or maintain a score of 0 or 1) on the "Educational Attainment" item, "Educational/Vocational" domain of the ANSA.
Youth are knowledgeable about and can access health care.	At least 75% of participants will have health insurance at discharge
Maintain continuous employment and/or establish SSI benefits.	100% of youth will be employed, participating in an internship or volunteer work opportunity, and/or will have applied for SSI benefits by discharge from the program.
Participants will contribute or assume responsibility for their own housing costs.	At least 75% of participants will discharge to safe, adequate housing.

C. CONTRACTOR will assess, record, and report on all of these indicators by using pre, during, and post client assessments for all FSP consumers and submit data electronically to CSS coordinator as requested, with the final report submitted no later than 60 days after the end of this contract term.

D. 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.

E. 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 "A". Budget modification may be waived at COUNTY's discretion.

F. Monthly QIC reports and outcome data reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.

G. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year

H. A suitable representative of CONTRACTOR shall attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

## **V. LOCATION AND HOURS OF OPERATION**

A. CONTRACTOR will lease two housing sites (Visalia and Porterville) that can accommodate 10 residents each, and are ADA compliant.

B. Hours of operation will be dictated by the needs of the consumer as defined in the Tulare County MHS Community Services and Supports Three-Year Expenditure Summary; services and activities will be available during non-traditional hours.

## **VI. STAFFING**

### **A. Minimum Staffing Requirements**

1. CONTRACTOR agrees to provide the level of staffing for the Crossroads TAY Housing Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit B-2 Budget Narrative.

2. Staffing shall be provided at least at the minimum licensing requirement as set forth in State statute under Division 5 of the Welfare and Institutions Code (WIC); Title 9 of the California Code of Regulations; and Title 42, Chapter 4 of the Federal Code of Regulations where applicable or at such higher level as necessary for some programs.

3. CONTRACTOR will employ two full-time Peer Specialists to provide supportive services including, but not limited to: support groups, WRAP, and life skills training. Peer Specialists will attend weekly supervision meetings, will complete Applied Suicide Intervention Skills Training (ASIST) or Mental Health First Aid (MHFA) within 90 days of hire, will complete Wellness and Recovery Action Planning (WRAP) certification within 1 year of hire.

4. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency, as well as ASIST or MHFA, and WRAP certification within 90 days of hire or the commencement of this contract.

5. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by HHS and in coordination with the HHS Cultural Competency Coordinator.

#### B. Additional Staffing Requirements

1. In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess the following skills:

- a) Knowledge of psychosocial rehabilitation principles. Paraprofessional staff are expected to receive training on psychosocial rehabilitation principles within the first six months of employment.
- b) Understanding of traditional healing practices within the cultural context of the population served.
- c) Capability of addressing diverse consumers' levels of acculturation and biculturalism.
- d) Capability of language, cultural competency, and knowledge of multicultural experience.
- e) Knowledge of the local community resources available to consumers, and ability to coordinate services with local health care and mental health care providers in the community.
- f) Knowledge of family systems theory and practice.
- g) Knowledge of transitional age youth mental health issues.

### **VIII. COLLABORATION**

- A. CONTRACTOR will collaborate with the 211 program to update program services and contact information as often as needed.
- B. CONTRACTOR will provide community outreach and education by presenting to local agencies including, but not limited to: family resource centers, schools, homeless shelters, and others as requested by the COUNTY.
- C. CONTRACTOR will collaborate with Housing Authority for rental/lease options.
- D. CONTRACTOR will develop partnerships with educational institutions.



- E. CONTRACTOR will collaborate with OneStop Center programs, Mobile Units, Visalia Mental Health Clinic (VAC), and Porterville Mental Health Clinic (PAC) to receive referrals and deliver services.
- F. CONTRACTOR will work with Personal Service Coordinators in the coordination of service delivery.
- G. CONTRACTOR will establish partnerships with One Stop programs, Prevention Services, and law enforcement, and submit documentation to the COUNTY detailing deliverables and responsibilities of each party within 90 days of the commencement of this contract.
- H. CONTRACTOR will develop, in collaboration with OneStop Center programs, employment and job skills training.

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. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. 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).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), 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.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
  - 1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
    - a) Presenting Problem
    - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
    - c) Mental Health History
    - d) Medical History
    - e) Medications
    - f) Substance Exposure/Substance Use
    - g) Client Strengths
    - h) Risks, including trauma

- i) Mental Status Exam
    - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
  - 2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
- 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.
  - 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 from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
  - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
    - 1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
      - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
    - 2. Specific, observable or quantifiable goals and objectives.
    - 3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
    - 4. Proposed duration and frequency of intervention(s).
    - 5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan 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 and/or consumer's legal representative.
  - 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 as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
- E. The record must 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 and the Beneficiary Problem Resolution policy and procedure.
    - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- 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 48 hours of request or determination of necessity) and “emergency” services (same day);
  - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. 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. Access to routine psychiatric (first appointment within 15 business days of initial request).
  - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
  - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
  - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- 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, 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 B

### **Compensation Fiscal Year 2019-2020**

#### **1. COMPENSATION for MEDI-CAL REIMBURSEMENT**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibits A – A-2, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed FIVE HUNDRED FORTY THOUSAND ONE HUNDRED TWENTY DOLLARS (\$540,120.00) 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, 2020.
- 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 Exhibits A – A-2 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 2019-2020**  
**Contractor: Uplift Family Services**  
**Program: Crossroads Transitional Age Youth (TAY) Housing Program**

	No. of FTE's	Q1	Q2	Q3	Q4	Annual
<b>PERSONNEL (staff)</b>						
Clinical staff (by job class)						
Program Supervisor	1.00	12,140	12,140	12,140	12,140	48,560
Education/Vocational Specialist	2.00	8,617	17,591	17,591	17,591	61,391
Family Service Coordinator	0.18	1,933	1,933	1,933	1,933	7,732
Youth Partner	2.00	13,994	12,228	12,228	12,228	50,678
<b>Clinical staff Subtotal</b>	<b>5.18</b>	<b>36,684</b>	<b>43,892</b>	<b>43,892</b>	<b>43,892</b>	<b>168,361</b>
Program Support staff (by job class)						
Admin Assist	0.12	1,070	1,070	1,070	1,070	4,280
Dir Clinical	0.03	713	713	713	713	2,852
Div Dir/Executive Dir	0.03	905	905	905	905	3,620
Mgr Quality Support	0.09	657	657	656	656	2,626
Research Specialist	0.06	673	673	673	673	2,692
Sup Admin Operations	0.04	392	392	392	392	1,568
HIM Technician	0.17	1,561	1,561	1,560	1,560	6,242
Learning Partner	0.02	442	442	442	442	1,768
<b>Regional Support Subtotal</b>	<b>0.56</b>	<b>6,413</b>	<b>6,413</b>	<b>6,411</b>	<b>6,411</b>	<b>25,648</b>
Taxes & Benefits		20,306	20,306	20,306	20,306	81,225
<b>Total Personnel</b>		<b>63,403</b>	<b>70,612</b>	<b>70,610</b>	<b>70,610</b>	<b>275,234</b>
<b>OPERATING EXPENSES</b>						
Staff Supports (direct services)						
Mileage (customer vehicle use)		434	3,934	3,934	3,934	12,234
Program Supplies		719	719	719	719	2,875
Audit		72	72	72	72	289
Occupancy Expense						
Telephone		612	612	612	612	2,448
Rent		3,831	4,723	4,723	4,723	18,000
Utilities		1,155	1,155	1,155	1,155	4,620
<b>Occupancy Expense Subtotal</b>		<b>5,598</b>	<b>6,490</b>	<b>6,490</b>	<b>6,490</b>	<b>25,068</b>
Insurance Expense		699	699	699	699	2,796
Travel Expenses		112	112	112	112	448
Training		385	385	385	385	1,540
Supplies		162	162	162	162	646
Postage/Shipping/Printing		50	50	50	50	199
Depreciation		20	20	20	20	80
<b>Program Support Subtotal</b>		<b>1,427</b>	<b>1,427</b>	<b>1,427</b>	<b>1,427</b>	<b>5,709</b>
<b>Total Operating Expenses</b>		<b>8,250</b>	<b>12,642</b>	<b>12,642</b>	<b>12,642</b>	<b>46,175</b>
Program Oversight and Evaluation						
Indirect Expense (15% of Program Cost)		17,613	17,613	17,613	17,613	70,450
FSP Wellness and Recovery Activities						
Group Supplies		250	250	250	250	1,000
Field Trips/Social Activities		450	450	450	450	1,800
Education / Jobs training		125	125	125	125	500
FSP Expenses						
Apartment Rent		23,058	23,292	23,292	23,292	92,933
Apartment Set-up		2,550	2,550	2,550	2,550	10,200
Apartment Maintenance & Repair		500	500	500	500	2,000
Apartment Utilities		9,407	9,407	9,407	9,407	37,628
Clothing / Food		550	550	550	550	2,200
<b>Total Other Operating Expenses</b>		<b>54,503</b>	<b>54,736</b>	<b>54,736</b>	<b>54,736</b>	<b>218,711</b>
<b>Total Expenses</b>		<b>128,156</b>	<b>137,989</b>	<b>137,987</b>	<b>137,987</b>	<b>540,120</b>

**Exhibit B-2  
Fiscal Year 2019-2020  
Budget Narrative**

**Contractor: Uplift Family Services  
Program: Crossroads Transitional Age Youth Housing**

**PERSONNEL**

Annual salaries have been budgeted consistent with Uplift Family Services salary scales. To ensure the Agency's ability to attract and retain qualified and committed employees available to serve the needs of our clients and the Agency, and to support the desire to be the employer of choice, the Agency maintains a market-driven, pay-for-performance based compensation program that is designed to ensure competitive and equitable pay for all employees.

**FTE's based on 12 months:**

Program Supervisor = 1.0 FTE @ an annual salary of \$48,560

Education/Vocational Specialist = 2.0 FTE an annual salary of \$61,391.

Family Services Coordinator = .178 FTE @ annual salary is \$43,232 is \$7,732.

Youth Partner = 2.0 FTE. The original annual salary is \$27,988 each and total is \$55,976. One of Youth Partner takes time off for few months. Therefore, the budget amount decreases \$5,298. The new annual budget is \$50,678.

Regional Support Staff = an annual cost of \$25,648 (includes 0.12 FTE Administrative Assistants, 0.03 FTE Regional Executive Director, 0.03 FTE Director Clinical 0.03 FTE Quality Support Manager, 0.06 FTE Research Specialist, 0.03 FTE Sup Admin Operation, 0.26 FTE Health Info Technician, and 0.02 FTE Learning Partner. These positions provide support services to all Uplift Family Services programs in the Central Region and 3% of their cost is allocated to this program on the basis of payroll dollars.)

**Total personnel expense - \$275,234**

**OPERATING EXPENSE**

**Mileage**

This amount reflects the following:

- The Mileage reimbursement rate of \$0.54 per mile that Uplift Family Services currently provides to staff for business related travel expenses; matches current federal rate.
- Visalia and Porterville are separated by 30 miles and staff will be shared between the two sites.
- Staff travel within Tulare County for meetings and to transport consumers to appointments.

- Occasional travel to our regional office in Fresno, CA for meetings and trainings.
- Occasional travel to nearby cities for trainings.
- Van fuel & maintenance.
- The original budget amount is \$1,734 and it is underestimated. According to the actual spending trend, the budget amount increases \$10,500 and new annual budget amount is \$12,234.

### **Occupancy Expense**

Regional occupancy costs are directly charged to the program and include, but is not limited to the following:

- Office Rent – The budget amount increases \$2,675 as the new landlord increases the rent price. The new budget annual amount is \$18,000.
- Equipment Leases
- Utilities
- Janitorial
- Telecommunication
- Office Repairs and Maintenance
- Postage/Shipping/Printing

### **OTHER OPERATING EXPENSE**

#### **FSP Wellness and Recovery Activities**

Included in this is group supplies, client field trips, social activities, education and job training. These activities are designed to promote and facilitate positive socialization and skills building amongst residents in addition to occasional group recreational activity.

#### **FSP Expenses**

- **Apartment Rent**
  - Rent for 7 Sierra View apartments, and 7 Brain Cross apartments. The new landlord increases the rent price. The new budget amount increases \$700 and new annual budget amount is \$92,933.
- **Apartment Setup**
  - Replacement of household furnishings, appliances and incidentals in apartments due to extreme wear and tear, theft or neglect and/or purposeful damage done by clients.
  - Occasional truck rental when clients enroll/graduate from program and need assistance with moving.
  - Upon successful graduation from the program – to provide an award/stipend to purchase household supplies or provide deposit assistance.
- **Apartment Maintenance & Repair**
  - Repair costs for physical damage to apartments caused by clients
  - Costs for occasional professional cleaning due to client behaviors/actions
  - Costs associated with need for minor repairs arising from client behaviors
- **Apartment Utilities**

- To pay for utilities associated with apartment units
- **Clothing and Food**
  - To purchase food, clothing and other necessities for residents who are not yet connected with food stamps or other public benefits.

**Total Program Expense = \$540,120**

**EXHIBIT B-3**

**TULARE COUNTY MHSA  
Fiscal Year 2019/2020 Invoice**

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

**Expenditure**

	Current Month Program Expenditure	YTD Program Expenditure	Annual Budget	Remaining Budget
<b>PERSONNEL (staff)</b>				
				0.00
				0.00
<b>Total Personnel</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING EXPENSES</b>				
				0.00
				0.00
				0.00
				0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER OPERATING EXPENSES</b>				
				0.00
				0.00
				0.00
<b>Total Other Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Authorized Signature:**

**COUNTY USE ONLY**



<b>Program/Division</b>	

<b>MHSA Approval:</b>	
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<b>County Approval:</b>	
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## 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, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Heathy McLaughlin Date: \_\_\_\_\_

Contractor Name Uplift Family Services

Signature [Handwritten Signature]