

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **SUCCESS IN RECOVERY, INC.**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain services of the CONTRACTOR to provide Short-term Residential Treatment Program services; 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 September 1, 2019, and expires at 11:59 PM on June 30, 2021, 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
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B and B-1
- 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
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input 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 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:

SUCCESS IN RECOVERY, INC.
 1124 N. CHINOWTH, SUITE 101
 VISALIA, CA 93291
 Phone No: 559-635-4780

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.


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

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.


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

Date: 11/25/2019

SUCCESS IN RECOVERY, INC.

By 
Print Name Joseph R CRANE
Title Board President

Date: 11-26-19

By 
Print Name Sue Pierce
Title Board Secretary

[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

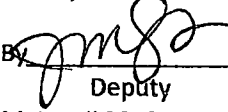
By 
Deputy 12/2/19
Matter # 20191817

Exhibit A
Success in Recovery, Inc.
Scope of Services
Fiscal Year 2019-2021

Program Description

Success in Recovery (S.I.R.) is a nationally accredited (Commission on Accreditation of Rehabilitation Facilities-CARF), Short Term Residential Therapeutic Program (STRTP) whose purpose is to enable the healing process in youth who have committed violent acts and experienced complex trauma and severe family dynamics and disruption. The youth we serve have internal wounds that are deeply ingrained in their identity and are multifaceted impairing almost all healthy functioning. For over 20 years we have taken our responsibility to facilitate this process with the seriousness and intentionality the youth, their families and our referring agencies deserve. During this time our program design has evolved to meet the changing needs of various California county placing agencies; however, our primary purpose of restoring individuals and families has never changed.

We strongly believe and are committed to the advancement of comprehensive quality care and services to the youth entering our facilities with the end goal of mental, emotional, social and relational stabilization. This is accomplished in an age appropriate, culturally and linguistically competent manner by carefully considering several factors when undertaking this responsibility. Demonstrating an understanding of the age of our youth, a cultural sensitivity to the needs attached to the youth and their family's traditions, perceptions and individuation offers a common bridge for us all and creates a safe place in which they may mature and heal.

The focus of services is strategically geared toward probation male youth (gay, male gender identity, male gender expression, male gender transitioning, male biological sex, male queer/questioning), ages thirteen to seventeen, who have adjudicated sexually reactive and violent youth crimes and related victimization such as sexual exploitation, commercial sexual exploitation, addiction and other concomitant issues. There may be occasions the organization will consider dual jurisdiction youth (ward/dependent), who meet the same criteria. S.I.R. may consider emergency placements if the youth meet the admission criteria, do not pose a threat to clients already in placement or are at risk of victimization/re-victimization as an emergency placement. Additionally, the organization shall provide residential services to the Non- Minor Dependents (NMD), that is the youth who is eighteen years of age or older (in accordance with law) if they have demonstrated consistent progress within the S.I.R. program prior to becoming an adult but have not yet obtained complete stabilization.

Complex trauma is central to the youths offending crimes and therefore is central to their treatment. Success in Recovery is a trauma informed care facility that recognizes the need to understand a youth's life experiences in order to provide effective targeted service approaches to realize the youth's increase to treatment adherence, improve their participation in their care and health outcomes and create a mental health agenda to promote lifelong ability to manage future experiences. The facility supports the philosophy that trauma-informed practice includes educating all members of the youth's team so that there is a collective understanding that without trauma-specific interventions there is an increased risk of vulnerability for negative outcomes such as failure to complete school, substance abuse /dependency, delinquency and criminal

behavior. The behavioral, cognitive and emotional impact of complex trauma can result in children and youth experiencing challenges and loss of steady, progressive productivity in the whole person.

Trauma Informed-Care Facility and Training: With the specific youth we serve 95 % have experienced trauma. Subsequently, we are an organization wholly committed to remaining educated on trauma and the effects of both primary and secondary trauma from the administration down to the youth entering our program. Therefore, establishing safety, structure and focus on creating a milieu which allows a more conducive environment for the youth to thrive and providing training on related subject matter is paramount to our operations.

Mental Health Treatment Services

Success in Recovery shall make available for **each youth** structured mental treatment services in the day and evening seven days per week, according to the youth's needs as indicated in the youth's needs and services/treatment plan. Severe conduct and mental health difficulties are the major emphasis of treatment focus. Success in Recovery shall, as required to admit Medi-Cal beneficiaries, be certified to directly provide the following mental health treatment services to **all youths** as medically necessary, during their placement:

Assessment

- An initial extensive **Biopsychosocial Assessment** that evaluates the youths strengths, weaknesses, Diagnostic and Statistical Manual (DSM) V diagnosis, mental status, treatment techniques to be used, presenting problems leading up to the out-of-home placement, current symptoms, emotional/psychiatric history, family history, medical history, substance use history, developmental history, socio-economic history, cultural history, religious preference (if any) and ecological history commences immediately upon placement. This assessment is administered by agency social work staff and aides in the development of an individualized treatment Plan (CWP). The youth's treatment plan will be continually updated according to needs and diagnostic necessity.
- **Child and Adolescent Needs and Strengths Assessment (CANS)** is administered within three days of admission, if not provided by the Child and Family team with pre-placement documentation, by a member of the agency's clinical team who is certified in use of this assessment tool. This process is used to assist in determining the individual youth's needs; utilizing his strengths in plan and goal development and monitors outcomes accordingly. This assessment tool will be repeated during the youth's residency with information shared within the youth's Child and Family Team.
- **Adverse Childhood Experiences (ACE)**. This trauma screening tool is designed to evaluate the presence and level of trauma the youth has experienced. This assessment is provided to the new resident within the first 30 days of admission whereby information collected from a series of questions designed to detect and measure the youth's exposure to potentially traumatic events/experiences. This is completed on a "self-report" basis and interpreted by and S.I.R. clinician.
- **Psychopathy Checklist (PCL) Hare – Youth Version** is an assessment tool designed to measure the youth's risk level at time of placement and provides the Success in Recovery treatment team with a baseline of his psychopathy. This tool is administered within the first quarter of the youth's

placement by a clinical staff member who is certified to direct and manage this information. This tool aides in the individual treatment plan of the youth.

- **Becks Youth Inventory (BYI)** is a self-report multi-assessment instrument containing 5 inventories that can be used individually or in combination to assess depression, anxiety, anger, disruptive behaviors and self- concept. Results from the inventories can be used for treatment planning and assessing post-treatment outcomes. This inventory will be administered by a Success in Recovery clinician.
- **Childhood Attachment and Relational Trauma Scale (CARTS):** - a relational-socioecological framework for surveying attachment security and childhood trauma history which give a comprehensive view of these two areas to target trauma effects related to interpersonal relationship skills. A Success in Recovery clinician will administer this scale.
- **Posttraumatic Stress Disorder Checklist** – The diagnostic checklist is a self-inventory for 17 various symptoms of PTSD. The oversight of the checklist is performed by a Success in Recovery clinician.
- **Juvenile Risk Assessment Tool (J-RAT)** – J-RAT is a risk assessment of sexually reactive youth and gives a comprehensive standing of current risk factors. There are two main scores, Risk for Sexual Re-Offense, Risk for Continued Non-Sexual Behavioral Problems and two supplemental scores, Non-Abusive Problematic Sexual Behavioral Problems and Protective Factors Scale.
- **Miscellaneous Assessment Tools as diagnostically needed.** For example, Conners 3rd Edition (ADHD), WISC (Intelligence evaluation, PAI-Adolescent (Personality Inventory, Woodcock Johnson) (Cognitive and Developmental Assessment), etc.

Medication Support

This will be achieved by contracting with a licensed psychiatrist to evaluate, prescribe and monitor the effects of medication. These services may be provided on or off site as determined by the contract. Although the on-staff nurse and direct care staff shall observe, detect and record the, the psychiatrist shall be immediately informed and determine the action to be taken. All instructions/changes/discontinuances for medications shall be in written form from the prescribing psychiatrist. The agency shall adhere to Department of Social Services, Department of Health and Human Services and HIPPA regulations regarding the administration, storage, destruction and record keeping of medications. It is the policy of the agency and the consulting psychiatrist to take a conservative approach in prescribing psychotropic medications with the intent to eventually reduce the youth's dependence upon medication. All medication supports shall be identified in the youth's needs and services/treatment plan.

Crisis Intervention

Crisis intervention services are defined as a service lasting less than 24 hours, to a youth for a condition that requires an immediate response. This service will be performed by the agency's licensed or waived clinical staff and is available 24 hours/7days per week, in accordance with our hours of operation. This may be face to face or by telephone. If the crisis is of a medication related nature, the consulting psychiatrist shall be contacted by telephone. After the crisis has abated, the clinician shall include coping strategies in the youth's needs and services plan. In the event a youth cannot be stabilized by the agency, arrangements shall be made with the local emergency room to assess the youth for hospitalization.

Plan Development

This service shall be directly provided by Success in Recovery's licensed or waived clinical staff, on facility site. This service activity shall provide for the development of the youth's plans (treatment plans, transition plans, transfer plans and targeted case management plans), approval of plans and monitoring progress of goals identified within the plans.

Individual and Family Therapy

This shall be directly provided by Success in Recovery's licensed or waived clinical staff. It is anticipated the Individual therapy to occur on facility site, weekly **as needed; but not less than** one session per week. Family sessions will occur at minimum every six weeks but may occur more often if needed. Family sessions will be provided on facility site, by phone or at a pre-determined location in collaboration with the family.

Group Therapy

This shall be directly provided by Success in Recovery's licensed or waived clinical staff or direct care staff in supervision of clinical staff. Groups are design to meet individual diagnostic, development and skills and strength-based needs of the youth.

- Juvenile Sexually Reactive and Violence toward Others Group
- Responsibility Group (Program Level System – self and peer accountability)
- DBT Skills Group
- Rehabilitation Group
- Addictive Behaviors Group
- Anger Management Group
- Experiential Group

Collateral

This shall be directly provided by Success in Recovery's licensed or waived clinical staff. The collateral services may occur on facility site or at a pre-determined location of the support person(s) in the youth's life. The purpose of collateral services is to meet the needs of the youth in context of achieving goals and objectives identified in their case plan and needs and services/treatment plan. The collateral may include providing training and education to the support person(s) to 1) assist the youth's utilization of specialty mental health services, 2) assist in better understanding of mental health illnesses, 3) family counseling with the support person(s). The youth may or may not be present during these services.

Targeted Case Management

This service shall be directly provided by Success in Recovery's licensed or waived clinical staff, on facility site and shall begin upon placement in coordination with the youth's transition plan. An assessment will identify the youth's needs and supports the selection of activities and assistance necessary to meet those needs. The Targeted Case management service activities shall include:

- Medical/mental condition
- Training needs for community living
- Vocational/Education needs
- Physical needs, such as food and clothing
- Housing/physical environment
- Familial/Permanency support

An individualized, comprehensive service plan shall be developed based upon the assessment and shall be developed in consultation with the youth/NMD, family (if appropriate), their authorized representative, and the CFT. The plan shall document the actions required to meet the identified needs, the community programs/persons/or agencies to whom the youth will be referred, frequency and duration of activities and specific strategies to achieve service outcomes. To ensure the youth's access to services identified in the plan, S.I.R. will monitor the service delivery to ensure the youths access to services, monitor the youth's progress, arrange appointments and/or transportation, and if needed translation services to facilitate communication. The plan will be regularly reviewed and modified as determined by the changing needs of the youth and/or changes in circumstances.

Other Mental Health Services

Services that may be required by the youth, including but not limited to, Early and Periodic Screening, Diagnosis and Treatment (EPSDT, Rehabilitation Services, Therapeutic Behavioral Services and Intensive Day Treatment will be made available, as required to admit Medi-Cal Beneficiaries, by referral to Tulare County Mental Health if there is a clinical determination for this need. Additionally, Psychiatrist Services and Psychological Services will be made available 24 hours a day, seven days a week through contracted services with one or more licensed psychiatrists. It should be noted there are no Intensive Day Treatment service providers closer than 200 miles of Tulare County; however, Tulare County Mental Health holds a contract with Star View which is located in Los Angeles County. If during the pre-placement appraisal process with S.I.R., it has been determined that youth would benefit from Intensive Day Treatment Services, S.I.R. would inform the referring county of the unavailability of these services in our local area and would decline the placement. When a youth is admitted for residential treatment and progresses sufficiently within their Needs and Services plan and with a clinical determination that the youth would benefit from an Intensive Day Treatment program, S.I.R. will make an appropriate referral to Tulare County Mental Health and assist in facilitating a placement for the youth and include in their transfer plan.

If at any time it is determined that a youth who is a Medi-Cal beneficiary has a need for any medically necessary service not provided by the agency, S.I.R. shall arrange for the youth to receive that service through the youth's mental health plan.

Transition Services

This shall be directly provided by S.I.R. and shall include a comprehensive plan for reunification with the family of origin, transition to a therapeutic foster family or independent living. These services shall commence upon admission and include input and direction from the youths' CFT to our social worker and occur throughout the youths' placement at S.I.R.

Transition to Adulthood / Independent Living Program

This service is directly provided by S.I.R. and works in conjunction with the local county Independent Living Program. Each youth at age sixteen is guaranteed enrollment into the Tulare County Independent Living program, no contract is required. When a youth is nearing adulthood, obtaining specific life skills are paramount to a successful transition. S.I.R. provides a hands-on approach to basic skills such as cleaning, shopping, food preparation and cooking, laundry, dry cleaning, budgeting, banking, time management, and

public transportation. Practical application of these skills become part of the youth's treatment plan and act in collaboration with the youth's Transitional Independent Living Plan.

Permanency Support

S.I.R. recognizes the important element of family in a youth's life and strives to keep youth in our care connected with family (immediate or extended) whenever possible and appropriate. Therefore, prior to admission, our social worker, in partnership with the CFT, shall begin conversation and planning with the youth's family for permanency, even if legal permanency is not possible. If immediately family whereabouts are unknown, a family finding process will begin by interviewing known family, the youth, non-relatives (friends of family), prior guardians and/or placements to locate an adult with which a connection can be fostered. As a connection is established, the adult(s) involved will be engaged in the therapeutic process to determine suitability for the youth's future living, including accountability, responsibility, emotional balance, physical environment, etc. Mental and medical health services shall be established in addition to other required services to afford the transitioning youth successful permanency.

Indian Child Welfare

To engage in active efforts in accordance with the Indian Child Welfare Act when providing core services to Indian youth, S.I.R. will:

1. Ascertain any known association of the youth and their family with a tribe. This is documented in the youth's court records
2. Address this issue within the Child and Family Team
3. Make phone/email contact with child service designate within the youth's tribe who will assist in fostering a connection between the youth and S.I.R., with his tribe
4. Facilitate the tribal representative's inclusion into the Child and Family Team
5. Support the youth's connection to his tribal community and traditions by designing appropriate child centered practices that respect Native American history, culture, and retention of tribal membership
6. Reflect the youth's connection with his tribe in his needs and services plan and transition plan
7. Protect the youth's rights under the Indian Child Welfare Act by educating all direct care staff on the historical significance of the Act, the rights of the youth, and our role as caregiver

Sharing information and Ensuring Trauma Informed Care Provision of Services – S.I.R. – S.I.R.'s Head of Services will work closely (in as much as permitted by law) with the Child and Family Team, authorized representative (e.g. juvenile probation, Child Welfare Services, etc.), the clinical staff involved in service delivery, other community partners and especially the youth, to collaborate and share relevant information and observations (after appropriate consents, and releases have been signed) as to the effectiveness of mental health services the youth is receiving. The Head of Service's direct consultation with all parties involved will ensure that victimization is not occurring and that this multidisciplinary team understands the extent of past trauma, and its effects on the youth is currently or may experience. The information exchanged will only be relevant to the identified treatment needs / goals being discussed and communicated in accordance with law.

Consultants and Community Resources

Success in Recovery shall enlist the assistance of community resources and partners to supplement service delivery, to remove barriers to service delivery and to engage all parties involved in the coordination of care and treatment of the youth placed in our facilities.

We facilitate communication with our local Tulare county agencies such as the Independent Living program, probation, social services and mental health to educate and help us maintain compliance to our role as members on the Child and Family Team and as specialty mental health service providers.

Aftercare Services

Discharge planning shall be an integral part of each client's treatment program, initiated by the clinician and social worker, upon admission to the facility and concluding upon their transitional placement. If a youth's placement with the agency is terminated by either the agency or the placing county, the youth/NMD shall be taken into custody by their county's authorized representative and all agency services stop. However, the agency shall provide the youth's county with a Discharge/Termination report detailing the reason for termination and the agency treatment team's recommendations for further services.

Service Linkage

The agency Social Worker and placing county's authorized representative begin Service Linkage (SL) planning of follow-up services for youths at the point of admission and continue updating the SL throughout the youths stay. S.I.R. assists in the reunification of youths with family members and/or guardians who can care for the youth. Program staff also assists in the development of a suitable After-Care Plan (ACP) for youths, to be implemented according youths' interest, strengths, needs and community resources available to them upon discharge. Program staff ensures all pertinent information related to the ACP is documented and a case file, inclusive of any significant achievements, is prepared for the youth and/or their parent/guardian to ensure the continuity of care after discharge. SL may be modified, as needed, and is constructed on an individualized basis to meet the unique needs of each youth.

Performance Measurement and Management Plan

The commitment of Success in Recovery to effectively assess the results and impact of our work and develop responsive programs and services is the key essence of our Performance Measurement and Management Plan (Continuous Quality Improvement). Our primary goal is to provide an ongoing effort to: improve the quality of our care and services, practice a system of accountability, to decrease high risk behavior thereby increasing safety in families and communities; to successfully meet the needs of our referral agencies; and to equip families with a greater understanding of their role and responsibility in the post permanency supports, at time of transition and beyond.

Exhibit B
Compensation
Fiscal Year 2019-2021

1. COMPENSATION

- 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 Four Hundred Fifty Thousand Dollars (\$450,000) for FY19/20, and Six Hundred Thousand Dollars (\$600,000) for FY20/21. Payment 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.
Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rate 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 for FY19/20, and April 1, 2021 for FY20/21.
- 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) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the **Exhibit A** of this Agreement.
- h. 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.
- 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. CONTRACT RENEWAL

- a. If applicable, should both parties exercise the right to renew this Contract, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount within the current executed contract unless the Parties agree otherwise.

- b. This contract may be renewed if the CONTRACTOR continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. The County may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract.

3. ACCOUNTING FOR REVENUES

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

4. 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 a 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.

5. 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 the 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.

CONTRACTOR shall be responsible for reimbursement to the County upon final settlement.

- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY and shall serve as the basis for a final settlement to the CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.
- c. CONTRACTOR must keep records of services rendered to Medi-Cal beneficiaries for ten years or until final cost report settlement, Per W&I Code 14124.1.

6. 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.

7. 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.

8. OVERPAYMENTS AND PROHIBITED PAYMENTS

- a. The County may offset the amount of any state disallowance, audit exception, or overpayment for any fiscal year against subsequent claims from the Contractor.
- b. Offsets may be done at any time after the county has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the CONTRACTOR.
- c. CONTRACTOR shall report to the County within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
- d. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.
- e. CONTRACTOR shall provide an annual report of such overpayments to the County.

- f. The County shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by the County or State.

9. AUDIT REQUIREMENTS

- a. The CONTRACTOR shall submit any documentation requested by the County or State in accordance to audit requirements and needs. Documentation can be requested any time and must be supplied within a reasonable amount of time.
- b. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- c. The County will involve the Contractor in developing responses to any draft federal or State audit reports that directly impact the county.

10. BENEFICIARY LIABILITY

- a. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-contractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
- b. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-contractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the Contractor's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

Exhibit B-1
Interim Reimbursement Rate Schedule
Fiscal Year 2019-2021

County of Tulare County
Mental Health Agreement

Service Function	Mode of Service Code	Service Function Code	Time Basis	County Maximum Rates
OUTPATIENT SERVICES	15			
Case Management (including ICC)		01-09	Staff Minute	\$2.08
Mental Health Services - Collateral		10-19	Staff Minute	\$2.83
Mental Health Services		30-57, 59	Staff Minute	\$2.83
Medication Support		60-69	Staff Minute	\$4.80
Crisis Intervention		70-79	Staff Minute	\$3.73
Therapeutic Behavioral Services		58	Staff Minute	\$2.83

PROFESSIONAL SERVICES CONTRACTS (EXHIBIT C)
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 Brad Harness Date: 8/29/19

Contractor Name Success in Recovery Inc

Signature [Handwritten Signature]