

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 **ASPIRANET**, (“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 develop the Wraparound program that is strength-based, child and family centered and needs driven; and
- B. CONTRACTOR has the experience to provide intensive services to families who have complex needs to keep children safely at home; 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, 2020 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, A-1, A-2.
- 3. PAYMENT FOR SERVICES:** The total amount payable under this Agreement shall not exceed \$2,440,000, payable as set forth in Exhibits B, B-1, B-2, and 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 type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input 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 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>	[Insert name of any other exhibit needed and attach]

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

**COUNTY:**  
 TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY  
 5957 S. Mooney Blvd  
 Visalia, CA 93277  
 Phone No: 559-624-8000  
 Fax No:559-713-3718

**With a Copy to:**  
 COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**  
 ASPIRANET  
 1840 S. Central St  
 Visalia, CA 93277  
 Phone No: 559-471-4050

(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.

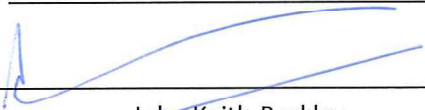
**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 4/24/20

**ASPIRANET**

By   
Print Name Vernon Brown  
Title CEO

Date: 4/24/20

By   
Print Name John Keith-Berkley  
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 Isl Allison Pierce  
Deputy 5/13/2020  
Matter # 2020377

## Exhibit A

**Aspiranet**  
**1840 S. Central Street**  
**Visalia, CA 93277**  
**(559)471-4050**  
**Vernon Brown, CEO**  
[vbrown@aspiranet.org](mailto:vbrown@aspiranet.org)

### **PURPOSE**

Tulare County (hereinafter COUNTY) is collaborating with Aspiranet (hereinafter CONTRACTOR) to provide Tulare County Wraparound (hereinafter Wraparound) to eligible Children and Families of Tulare County. Wraparound is designed to serve families with multiple, complex needs that may threaten the families' stability, well-being and ability to keep their child(ren) safely at home. CONTRACTOR will provide a strength-based, needs-driven, family-centered, flexible and cost effective program that helps children and families build life skills, and strengthen individual and family supports so that family functioning is improved, barriers to meeting basic life needs are overcome, and out-of-home placements are prevented. The subsequent decreases in placement and community costs and increases in families' ability to care for their children result in fiscal and human resource savings that can be reinvested toward future placement prevention services.

### **I. TARGET POPULATION**

1. Children considered eligible for Wraparound shall meet the following criteria:

- Be a dependent or ward of the Tulare County Juvenile Court or eligible for Adoption Assistance Program (AAP) services (in accordance with W & I Code 16121) within Tulare County; and
- Be a child who is currently placed in, or who is at risk of being placed in, a licensed group home placement in a RCL 10–14 group home or STRTP (It is expected that provisional STRTP or group homes with an RCL, are in good-standing and abide by any requirements set-forth from the State with regards to conversion into STRTP).

OR:

- Be a child who is not a current dependent, ward of the Tulare County Juvenile Court, or eligible for Adoption Assistance Program (AAP) services but is deemed high risk and approved by the Wraparound Executive Team for Wraparound services; and
- Be at-risk of placement in a RCL 10–14 group home or STRTP (it is expected that provisional STRTP or group homes with an RCL, are in good-standing

## Exhibit A

and abide by any requirements set-forth from the State with regards to conversion into STRTP).

2. In addition to the above, children considered for Wraparound must also meet all of the following criteria
  - Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member or Resource Parent who has agreed to participate in Wraparound and has signed a Release of Information form allowing the Community Team members to fully disclose information necessary to determine the appropriateness for Wraparound; and
  - Willing to participate in Wraparound; and
  - Exhibit one or more of the following characteristics (this is NOT an all-inclusive list):
    - Frequent running away
    - Sexualized behavior
    - Post-traumatic stress disorder
    - Aggressive/assaultive behavior
    - Oppositional/defiant behavior
    - Self-injurious behavior
    - Multiple placements
    - One or more hospitalizations in a mental health facility
    - Previously certified and approved for RCL 10-14 placement or STRTP
    - Substance use disorder
    - Fire starter
    - Minor criminal behavior
    - School behavior/truancy problems
    - Beyond control of parents and/or primary care adults
    - Intensified services have been provided
    - Mild Developmental disorder not recognized by a Regional Center

## **II. CONTRACTOR SERVICE RESPONSIBILITIES**

1. CONTRACTOR shall provide services to eligible Wraparound participants in the geographical area of Tulare County. Services to Tulare County Wraparound eligible children shall be coordinated when an eligible child resides in an area outside the County. CONTRACTOR shall assist with the coordination of services and supports which will be developed between the County, Contractor, and the County of residence of the referred eligible child.
2. CONTRACTOR shall be available to provide Wraparound services to clients 24 hours per day, seven days per week and 365 days per year. Contractor shall respond

## Exhibit A

- in person when deemed appropriate both during and outside of normal business hours.
3. CONTRACTOR shall ensure appropriate transportation has been arranged for clients to access services as needed. Informal support or Community Resources shall be utilized as a first resort.
  4. CONTRACTOR shall be responsible for facilitating; coordinating; notifying all parties via email appointment to include therapists, social worker, probation officer, educational liaison seven days in advance of the scheduled Child and Family Team meetings. If the scheduled CFT is canceled within 24 hours, both a phone call and email shall be made to all the partners referenced above. At minimum, the CFT should include a facilitator, the client and family, as well as one additional member (including, but not limited to: a youth or parent partner, referring party, or any other individual who has a supportive role in the client's life).
  5. CONTRACTOR shall coordinate and assign the following Child and Family Team members: facilitator, support counselor, parent partner, social worker, probation officer, therapist, and other persons or agencies, as required and/or requested by a child and/or family member.
  6. CONTRACTOR shall facilitate the Wraparound services planning process by engaging services following the SB 163 (Chapter 795, Statutes of 1997) State Wraparound Standards issued by the California Department of Social Services.
  7. CONTRACTOR shall provide Engagement Services for up to the first 30 days prior to the child's return to the home. During the thirty (30) day Engagement period CONTRACTOR shall make personal contact with the referred family and the referred child for the purpose of introducing the Family Partner and the Facilitator, and to help identify service and resource needs for the purpose of transitioning the child back into the home.
  8. CONTRACTOR shall provide all needed mental health services (rehabilitation, case management, psychiatric services, collateral contacts, individual, group, family therapy) within the first ninety (90) days of the child's enrollment into Wraparound.
  9. CONTRACTOR shall complete a full mental health assessment within twenty-one (21) days of the child's enrollment into Wraparound.
  10. CONTRACTOR shall complete the Consumer Wellness Plan (CWP) within 30 days of the child's enrollment into Wraparound.
  11. CONTRACTOR shall provide intensive case management, up to and including daily contact, as appropriate, with families to support them in achieving self sufficiency.

## Exhibit A

12. CONTRACTOR shall develop, implement, and complete the family's initial Individual Service Plan (ISP) within the first 30 days of the child's enrollment into Wraparound which shall be presented and approved by the Child and Family Team and the Wraparound Community Team.
13. CONTRACTOR shall continue to develop, continuously update, and implement, and complete Individual Service Plans (ISP) for each enrolled child every 90 days after the initial ISP has been developed for the child/family. The ISP shall be updated as often as needed while the child/family is enrolled in Wraparound. The Quarterly ISP's shall be signed and approved by the Child and Family Team and the Tulare County Wraparound Community Team.
14. CONTRACTOR shall employ and appropriately train an adequate number of staff as described in CONTRACTOR's budget proposal to achieve the Wraparound objectives.
15. CONTRACTOR shall provide a report to the Tulare County Wraparound Community Team on a quarterly basis which outlines the activities and the sum of service/activity time that was provided to each child/family enrolled in Wraparound. The report format shall be developed by CONTRACTOR and approved by COUNTY. Staff time shall be reported for time claimed (invoiced) to Foster Care and time claimed for EPSDT/Medi-Cal eligible services. The quarterly report shall be developed to track time delivered to youth / families by members of the CONTRACTOR staff (Family Partner, Family Specialist, Skills Trainer, Facilitator, Clinician, etc.) assigned to work with the family.
16. CONTRACTOR shall attend the Tulare County Wraparound Executive Team on a quarterly basis, and shall provide quarterly reports on progress towards meeting outcome measures as described in section IV of this agreement.
17. Prior to services being rendered, CONTRACTOR shall become and remain a Medi-Cal certified agent authorized to bill for eligible services during the term of this agreement for youth meeting medical necessity. Audit exceptions belong to the CONTRACTOR and the overall contract will be decreased by the amount of the audit exceptions.
18. CONTRACTOR shall make case records available to COUNTY during normal business hours and may participate in case reviews as requested by COUNTY. COUNTY retains the right to conduct on-site case records reviews to establish compliance with contract provision. COUNTY shall give two business days notice.
19. CONTRACTOR shall coordinate the planning and delivery of services with COUNTY partners, therapists, community members, families and schools by ensuring that a copy of minutes from each CFT meeting are distributed to all parties by 5:00 PM on the Monday of the following week.

## Exhibit A

20. CONTRACTOR shall help the family develop, coordinate, connect to formal support and services in the family's community (home-based and community-based provided by professionals).
21. CONTRACTOR shall help the family develop, coordinate and identify informal supports and services in the community.
22. CONTRACTOR shall help the family identify an informal family partner within the first ninety (90) days of the family's enrollment to Wraparound.
23. CONTRACTOR shall contact family within 24 hours of Wraparound approval, or child's return to the home, whichever is later. CONTRACTOR shall have a face-to-face contact with the family within 48 hours of Wraparound approval or return home which ever is first. If the family is unable to meet face-to-face within 48 hours, CONTRACTOR shall notify the referring agency via email within 72 hours.
24. CONTRACTOR shall facilitate the initial development of and shall regularly assess, monitor and update the Child and Family Safety Plan relevant to each child and/or family enrolled in Wraparound. The initial Child and Family Safety Plan shall be completed within one (1) week of enrollment, and shall include all pertinent information provided in the Multidisciplinary Interagency Team (MIT) treatment packet. This process shall include involvement and approval (as indicated by signature) of all Child and Family Team members to include social worker, therapist, and probation officer.
25. If a crisis situation occurs and is directly linked to the safety of the child, family and/or community CONTRACTOR shall immediately develop or revise a Child and Family Safety Plan to provide to the Community Team at their next scheduled meeting.
26. CONTRACTOR shall ensure the following face-to-face meeting and/or services shall occur with the family and child weekly unless family and child are transitioning towards graduation.
  - Child and Family Team meeting
  - Youth Partner meeting (or more than once per week)
  - Parent Partner meeting (or more than once per week)
  - Mental Health services as identified by their Consumer Wellness Plan
27. CONTRACTOR shall notify the referring party via email if two consecutive CFTs were canceled for any reason.
28. CONTRACTOR shall meet with the Tulare County Wraparound Community Team (hereinafter Community Team) as scheduled and provide the following reports:



## Exhibit A

- Individual Service Plan (monthly)
  - Incident Report (as needed)
  - Request for Flex Funding (as needed)
29. CONTRACTOR shall report all critical incidents as described in the Tulare County Wraparound Interagency Policy titled Wraparound Incident Reporting Policy and Procedure. CONTRACTOR shall contact COUNTY immediately by phone and follow up by submitting a written report to COUNTY within twenty-four (24) hours of the event. CONTRACTOR shall provide a copy of any critical and/or special incident report to the Community Teams at their next scheduled meeting.
30. CONTRACTOR shall ensure all staff members receive training as determined appropriate by the COUNTY. Wraparound specific training must be approved by the COUNTY prior to attending to ensure alignment with the California Wraparound Standards. County recommends that if a free training is offered by the state that the CONTRACTOR as well as COUNTY staff attends.
31. CONTRACTOR shall submit SB163 Monthly Invoices on a form approved by COUNTY by the 25th day of the month following the month of service.
32. CONTRACTOR shall continue to provide Wraparound services when a Wraparound participant is placed in a crisis stabilization facility longer than thirty (30) days when assessed and determined to be appropriate by the Wraparound Community Team. Medi-cal services are a lock-out when clients are placed in acute hospitalization or juvenile hall.
33. CONTRACTOR shall make every effort to hire appropriate bilingual/bicultural staff and ensure that translation services are available to meet the culturally relevant needs of the client and/or family.
34. CONTRACTOR shall attend unit meetings and provide training to COUNTY and Foster Family Agency staff annually and as needed.
35. CONTRACTOR shall not reject or refuse to provide services to children referred to the Wraparound program by the Tulare County Wraparound Community Team or the Wraparound Executive Team. This follows the practice of utilizing a “no reject, no eject” philosophy consistent with the best practice principles. CONTRACTOR shall notify COUNTY of all anticipated discharges, and facilitate a case staffing by the child’s Wraparound team which would include the referring party for review and approval of discharge to ensure mutual agreement of discharge and discharge plan.
36. CONTRACTOR shall fully utilize new and existing services available within the community to serve Wraparound children and families, and to ensure SB 163 Wraparound funds are maximized and services are not duplicated.

## Exhibit A

37. CONTRACTOR shall notify COUNTY upon the possible merger with another organization. In the case that a merger occurs the COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.
38. CONTRACTOR will adhere to all Interagency COUNTY policies developed by the System Partners and signed by the Wraparound Executive Management team. Any changes to interagency policies must be mutually agreed upon by COUNTY and CONTRACTOR.
39. CONTRACTOR shall abide by COUNTY documentation standards. Any changes to documentation standards must be mutually agreed upon by COUNTY and CONTRACTOR.

### **III. COUNTY RESPONSIBILITIES**

1. COUNTY Child Welfare Services (CWS) or Probation Department shall hold a Multidisciplinary Interagency Team (MIT) meeting for all children being referred for Wraparound services. Attendees of the MIT meeting will review the referral and determine approval for Wraparound enrollment. Prior to referring a family to Wraparound COUNTY staff shall ensure that the child(ren) and potential caretaker understand and have agreed to be involved in Wraparound.
2. When a child(ren) who is currently enrolled in Wraparound is removed from the current placement and placed into a higher level of care, including but not limited to a group home with a Rate Classification Level (RCL) of 10-14, a Short Term Residential Treatment Program (STRTP), juvenile hall, and psychiatric hospital. The criteria for determining if the child can still receive Wraparound services shall be as follows:
  - The Wraparound Community Team shall review cases within twenty-five (25) days of a child's admission to a crisis stabilization or placement facility and determine if the child is still eligible for Wraparound.
  - If a minor is in a communal setting (e.g. juvenile hall, psychiatric hospital) for more than 30 days, the Wraparound Community Team must authorize continuation of Wraparound services.
3. COUNTY shall agree that child(ren) who remain in a RCL 10-14 group home or a STRTP placement for longer than thirty (30) days past their Wraparound referral start date will be staffed by the Wraparound Community Team to determine continued eligibility for Wraparound.

Exhibit A

4. COUNTY shall maintain a tracking log/spreadsheet which shall include but not be limited to: child’s demographic information, Wraparound approval date, enrollment date, discharge date, and reason for disenrollment and/or graduation date for each child enrolled in Wraparound.
5. In the case that a business merger may occur, COUNTY may open contract discussions with CONTRACTOR via written request to the CONTRACTOR. The COUNTY and CONTRACTOR may negotiate the terms and/or conditions of this agreement, if needed. If an agreement cannot be made, the COUNTY reserves the right to terminate the contract.
6. COUNTY shall conduct random case reviews at CONTRACTOR’s office. COUNTY shall give two business days notice.
7. COUNTY staff shall complete the group home agreement on all CWS (excluding AAP) and Probation referred cases within one week of approval of Wraparound.
8. COUNTY staff shall complete the group home agreement on all AAP referred cases at the MIT meeting.
9. COUNTY shall notify CONTRACTOR of the enrollment and discharge date as documented on the SOC158.

**IV. CLIENT SATISFACTION/ENGAGEMENT OUTCOMES, QUALITY IMPROVEMENT AND PROGRAM EVALUATION**

Outcomes to be monitored include but are not limited to:

1. Parent/caregiver satisfaction: A satisfaction survey will be completed by families every six months and at the completion of Wraparound. This tool will also be utilized to help monitor the families’ perspective of improved family involvement in service planning. The results of these surveys will be reported quarterly to the Wraparound Community Team.
2. Improvement in family involvement, family functioning, youth school attendance, academic performance, emotional and behavioral adjustment, placement stability/permanency(see chart below):

<b>Measures</b>	<b>Tools used to Measure</b>	<b>Goal</b>
Caregiver Needs and Strengths	<ul style="list-style-type: none"><li>◦ Service Plan analysis</li><li>◦ Client/Family Surveys</li><li>◦ CANS</li><li>◦ Referral Agent Survey</li></ul>	90% of parents will improve parenting skills and supervision of youth
Child/Youth Safety	<ul style="list-style-type: none"><li>◦ Safety Plan Analysis</li></ul>	90% of families served will decrease the level of safety risk including youth

Exhibit A

		opposition, aggression, family conflict, abuse, and neglect while increasing positive attributes
Caregiver Functioning	<ul style="list-style-type: none"> <li>◦ Safety Plan Analysis</li> <li>◦ CANS</li> <li>◦ Service Plan Goal Analysis</li> </ul>	90% of families served will show improvement in emotional/social stability, interpersonal relationships, coping strategies, and healthy lifestyle of caregiver
Access to Natural Supports & Community Resources	<ul style="list-style-type: none"> <li>◦ CANS</li> <li>◦ Child/Family Team sign in sheets</li> <li>◦ Number of natural support people attending meetings</li> </ul>	90% of families served will show improvement in the number of natural support resources
Placement Stability/ Permanency	<ul style="list-style-type: none"> <li>◦ Tracking placement changes</li> <li>◦ Tracking of other key events</li> <li>◦ CANS</li> </ul>	70% of youth who remain in Wraparound for 90 days will maintain or decrease level of placement during program and six months after discharge
Academic Functioning	<ul style="list-style-type: none"> <li>◦ School attendance records</li> <li>◦ School disciplinary actions</li> <li>◦ CANS</li> <li>◦ Teacher Reports</li> </ul>	80% of youth will improve school attendance, achievement, and behavior while in program
Chemical Dependency	<ul style="list-style-type: none"> <li>◦ CRAFFT Screening Tool</li> <li>◦ Teen Addiction Severity Index</li> <li>◦ CANS</li> <li>◦ Service plan goal analysis</li> </ul>	100% of youth 12 and over will receive a chemical dependency screening 90% of youth with chemical dependency/addiction will decrease substance use while receiving services
Strengths/Assets Development	<ul style="list-style-type: none"> <li>◦ CANS</li> <li>◦ Client/Family Surveys</li> <li>◦ Referral Agent Surveys</li> </ul>	80% of youth served in the program will improve positive identity, social competencies, positive values and commitment within 12 months of receiving Wraparound services

3. Program Evaluation: Services to be provided by CONTRACTOR shall be evaluated by COUNTY on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any commendations and/or deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to CONTRACTOR. CONTRACTOR shall respond to COUNTY in writing regarding any noted deficiencies within

## Exhibit A

twenty (20) days from the date of receipt of the notice. A plan to remedy these deficiencies, where applicable, shall be implemented within sixty (60) days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by COUNTY.

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

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

1. Assessment

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

2. Plan of Care

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

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

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

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services.
- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
  - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
  - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.

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

### **Aspiranet**

#### **I. FUNDING FORMULA AND FISCAL PROVISIONS FOR FOSTER CARE FUNDING - COMPENSATION**

- A. COUNTY shall pay CONTRACTOR an amount not to exceed \$1,150,000 for the Fiscal Year 2020/2021 from redirected foster care funds exclusively for the purposes of performing the services described in the Exhibit A of this agreement. This amount depends on the number of children served over the course of a year (see C below).
- B. COUNTY shall pay CONTRACTOR up to a Four Thousand Dollar (\$4,000.00) flat rate per-child, per-month from SB 163 Foster Care Funds. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child and will be billed on a cost reimbursement basis.

In the event that a child has a concurrent out-of-home placement caretaker payment, COUNTY shall not deduct the caretaker payment from CONTRACTOR payment and shall pay CONTRACTOR up to Four Thousand Dollar (\$4,000.00) flat rate per-child, per-month from SB 163 Foster Care Funds. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child and be reconciled by the actual costs incurred by CONTRACTOR per child.

- C. COUNTY shall pay CONTRACTOR up to Four Thousand Dollar (\$4,000.00) flat rate per-child, per-month from the Children's Wraparound Trust Funds for children who are not dependents or wards of Tulare County and who are approved by the CONTRACTOR and Wraparound Executive Team for Wraparound services. The monthly per-child rate will be prorated by the COUNTY based on the actual Wraparound enrollment and discharge dates for each child.
- D. Wraparound is supposed to be a cost neutral program to the COUNTY. Therefore, if at any time the enrolled child census reaches a point in which the number of federally eligible children vs. non-federally eligible children creates a situation in which the County can no longer support the rate or the COUNTY is no longer able to pay the concurrent out-of-home placement caretaker payment in addition to the CONTRACTOR payment of up to Four Thousand Dollar (\$4,000.00) flat rate per-child, per month, the COUNTY may open contract discussions with CONTRACTOR via written request to renegotiate the payment terms. If an agreement can not be made, the COUNTY reserves the right to terminate the contract.
- E. CONTRACTOR shall provide COUNTY with one monthly invoice for SB 163 Foster Care payments by the 25<sup>th</sup> day of the following month in a format acceptable to the COUNTY. CONTRACTOR shall email invoices to the designated staff person in Tulare County Child Welfare Services.
- F. CONTRACTOR shall provide COUNTY with monthly expenditure reports by the 25<sup>th</sup> day of the month following the end of the month in a format acceptable to the COUNTY.

## Exhibit B

- G. COUNTY will mail payments to CONTRACTOR within 30 days after an approved final invoice and any required back-up documentation is received. Payments will be made for a period of one month at a time.
- H. CONTRACTOR shall fully utilize the continuum of services within the existing service delivery system so as to maximize SB 163 Foster Care funds.
- I. CONTRACTOR will deposit the balance of any SB 163 Foster Care by COUNTY, after appropriate expenditures have been made, into a trust fund account specifically established for this Wraparound contract.
- J. During the term of this agreement, should the enrolled child census fall below ten (10), and the child census remains at or below that level for longer than three consecutive months, CONTRACTOR may open contract discussions with COUNTY via written request to the COUNTY. The COUNTY will review the written request and evaluate program performance and expenditures with CONTRACTOR and may negotiate the terms and/or conditions of this agreement, if needed

**NOTE: If the child is eligible for EPSDT/Medi-Cal funding, please see Exhibit B-2**

**Exhibit B-1**  
**Interim Reimbursement Rate Schedule**  
**Fiscal Year 2020/2021**

County of Tulare County  
Mental Health Agreement

<b>Service Function</b>	<b>Mode of Service Code</b>	<b>Service Function Code</b>	<b>Time Basis</b>	<b>County Maximum Rates</b>
<b>OUTPATIENT SERVICES</b>	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

**Exhibit B-2**  
**Compensation for Speciality Mental Health Services Fiscal Year 2020-2021**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A for Specialty Mental Health Services**, subject to any maximums and annual cost report reconciliation.
- b. The maximum amount for Speciality Mental Health Services shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000). 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, 2021.
- 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-subcontractor 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-subcontractor 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-3**  
**Electronic Health Records Software Charges**  
**Fiscal Year 2020 - 2021**

CONTRACTOR NAME

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

One time per user license fee	\$800.00
Yearly hosting fee per user	\$426.45
OrderConnect Medication Management Prescriber yearly per user fee	\$849.33
Non-Prescriber yearly per user fee	\$206.37
EPCS Token per user	\$75.00
EPCS Subscription per user	\$219.96
Yearly Maintenance fee per user	\$212.00
Personal Health Record yearly per user	\$59.75
M*Modal Speech Recognition yearly per user	\$43.16
CareConnect Direct Secure Messaging yearly per user	\$60.00

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

Formula: [Total Maintenance Amount ÷ Total Number of Users]

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

## EXHIBIT C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, 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 Vernon Brown Date: 4/24/20

Contractor Name Aspiranet

Signature 