

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 **TULARE COUNTY SUPERINTENDENT OF SCHOOLS**, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONTRACTOR for the purpose of administering the Children of Promise Program through implementing the evidence-based practices, Reconnecting Youth and Coping and Support Training curriculum; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY’S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 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:** See attached **Exhibits B, B-1, B-2, B-3**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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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 ____	[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:

CONTRACT UNIT
 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:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
 6200 S. MOONEY BLVD
 VISALIA, CA 93278
 Phone No.: 559-737-6710

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

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

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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: 6/3/2020

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

By: [Signature]

Print Name TIM A. HIRE

Title SUPERINTENDENT

Date: _____

By: _____

Print Name _____

Title _____

[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
Matter # _____

**Exhibit A
Services
Fiscal Year 2020/2021**

**Contractor: Tulare County Superintendent of Schools
Prevention Program: Children of Promise**

I. INTENT AND GOALS

A. System-Wide Program Intent and Goals

The goals of the Children of Promise Program are to:

1. Decrease participating students' mean daily absences from school, number of disciplinary actions, and number of suspensions, from the semester or school year before the student began to participate in the program to the semester or school year when the student completed the program.

Increase participating students' mean grade point averages, from the semester or school year before the student began to participate in the program to the semester or school year when the student completed the program.

(School year-long comparisons will be made only in the cases of Reconnecting Youth classes that last an entire school year.)

2. Decrease participating students' mean use of alcohol and marijuana, as measured by self-reports by students at the beginning and end of the program.
3. Increase participating students' mean levels of personal control, self-esteem, and perceived school bonding, as measured by assessments filled out by students at the beginning and end of the program.
4. Decrease participating students' mean levels of depression, hopelessness or helplessness, perceived stress, and anger in participating students, as measured by assessments filled out by students at the beginning and end of the program.
5. Decrease in the number of students who have had suicidal thoughts over month-long time periods both before starting the program and before the end of the program, as measured by self-reports by students at the beginning and end of the program.
6. Report each fiscal year on at least one way in which the program has provided a new service or enhanced existing services with the use Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work

CONTRACTOR shall:

1. Administer the Children of Promise Program, including, but not limited to, full staff support and training; implementation and evaluation; and promotion.
2. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
3. Implement the evidence-based practices, Reconnecting Youth (RY) and Coping and Support Training (CAST).
4. Convene and maintain a Children of Promise Project Team to implement/oversee a plan that addresses the following: program implementation, survey and data collection, and training and participant recruitment.
5. Utilize existing collaborations and community resources, including, but not limited to:
 - Tulare County HHSA-MHSA: PEI Programs (e.g., Suicide Prevention Task Force)
 - Tulare County – Probation
 - Kaweah Delta Health Care District
 - UCLA Athletic Dept. “I am going to college day”
 - La Sierra Military Academy
 - CHOICES After-school programs
 - Tulare County District Attorney
 - College of Sequoias
 - California Highway Patrol
 - Tulare County Sheriff Office
6. Provide services to un/underserved population groups (e.g., African-American, Native American, Monolingual Spanish Speaker, Southeast Asian, LGBTQ) in a manner that is easily accessible, thorough, and culturally and linguistically competent.
7. Ensure input from students and family members is used to direct the activities of the Children of Promise Program. Information gathering and use of input shall be evident in program evaluation.

B. Description of Services

1. Service/Location and Hours of Service

CONTRACTOR shall provide services in natural community settings that are accessible during regular school day, and after school (e.g., Tulare County middle school and high school sites, Boys & Girls Clubs of Tulare County, County Library and community centers).

2. Minimum Staffing Requirements:

CONTRACTOR agrees to provide the level of staffing for the Children of Promise Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3", Budget Narrative.

3. Evidence-Based Practice (EBP) Model

CONTRACTOR shall provide services based on Reconnecting Youth (RY) and Coping and Support Training (CAST) curriculum.

4. Outreach/Collaboration

- a. CONTRACTOR shall provide outreach to community partners to build awareness of the Children of Promise Program.
- b. CONTRACTOR shall participate with MHAM events to promote awareness of the Children of Promise Program.
- c. CONTRACTOR shall participate at Tulare County Fair Mental Health Outreach booth to promote awareness of the Children of Promise Program.

5. Training

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

6. Information Referral Process

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

7. Recordkeeping:

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

8. IT System

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

III. OUTCOME AND EVALUATION

A. Number of Individuals to be Served-By the end of fiscal year:

- At least 150 youth will have participated in RY and/or CAST at their current school site. Their families, caregivers, or legal guardians may be served directly or indirectly through family involvement, leadership, extracurricular, school or community bonding activities and referrals to other services.
- 400 at-risk youth will have engaged in COPP outreach, presentations, and orientation activities.
- A minimum of 18 sections will be offered of the Semester-long RY program and/or the 12-week CAST program.

B. Objectives to be addressed:

1. Process objectives:

a. Administrative objectives:

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

b. Programmatic objectives- In 6 months after contract starts, at least:

- 75 children will be served in the program

2. Outcome objectives:

a. Programmatic objectives- By the end of fiscal year:

- At least 80% of children will successfully complete the program.
- At least 50% of children will experience a decrease in suicidal thoughts.
- At least 25% of children will experience an increase in personal control (e.g., managing feelings).
- At least 50% of children will experience an increase in self-esteem.
- At least 80% of children, who previously identified themselves as drug users or having problems with drugs, will show a decrease in alcohol use and other substance control problems.
- At least 30% of children will show an increase in their grade point average in the semester of their participation.

- 90% of children in the program will successfully complete their classes. (e.g., not be dropped out).
 - At least 20% of children in the program (who has been suspended previously) will experience a decrease in school suspension.
3. Impact objective (CONTRACTOR must collaborate with Tulare County Mental Health in measuring impact objectives):
- a. Administrative objectives – In 3 months after the program ends:
 - There will be an increase in community knowledge regarding early intervention services in rural and isolated communities.
 - There will be a decrease in disparities in the access to mental health early intervention services.
 - There will be a decrease in community stigma related to accessing mental health services.
 - b. CONTRACTOR shall collect all demographic and service count data, participant data, and evaluation data, and report quarterly to MHSA.
 - c. CONTRACTOR shall report all program activity and outcomes to the Suicide Prevention Task Force as requested by its members. Recommendations made by the Suicide Prevention Task Force may influence the scope of this program.
4. Annual Report
- a. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA. Outcome data will be collected per MHSA PEI requirements. CONTRACTOR shall analyze all evaluation data and generate summary reports of findings. Data shall be analyzed for trends at least according to zip code, ethnicity, gender, and school district.
 - b. CONTRACTOR will provide the COUNTY with a copy of the summary report within 45 days of the close of the contract year per MHSA PEI requirements.
 - c. PEI Coordinator and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.
 - d. CONTRACTOR shall develop a system for using data to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

ADDITIONAL EXPECTATIONS

- C. CONTRACTOR shall submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.
- D. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "B". Budget modification may be waived at COUNTY's discretion.
- E. CONTRACTOR and any partner or subcontractor(s) will be expected to share information, materials, and findings with the COUNTY and all agencies identified by COUNTY. No work developed under the contract may be considered proprietary or may be sold for additional profit.
- F. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all subcontractor(s) can leverage each other's work and experience.
- G. CONTRACTOR may be expected to attend programmatic trainings facilitated by COUNTY.
- H. Additional monitoring and reporting may be required to address any emergent issues.

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

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

1. Assessment

- A. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), a re-assessment of key indicators of the client's condition will be performed and documented within the chart. Particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
 - 1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
 - a) Presenting Problem
 - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
 - c) Mental Health History
 - d) Medical History
 - e) Medications
 - f) Substance Exposure/Substance Use
 - g) Client Strengths
 - h) Risks, including trauma

- i) Mental Status Exam
 - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
 - 2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
- 2. Plan of Care
 - A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission.
 - B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
 - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
 - 1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
 - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
 - 2. Specific, observable or quantifiable goals and objectives.
 - 3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
 - 4. Proposed duration and frequency of intervention(s).
 - 5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan in progress notes.
 - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer and/or consumer's legal representative.
 - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
 - A. All service entries will include the date and time the services were provided.
 - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure.
 - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.

- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
- E. The record must be legible.
- F. The consumer record will document referrals to community resources and other agencies, when appropriate.
- G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
- H. Timeliness/Frequency of Progress Notes
 - 1. Shall be prepared for every service contact including:
 - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - b) Medication Support Services;
 - c) Crisis Intervention;
 - d) Case Management/Targeted Case Management (billable or non-billable).
 - 2. Shall be daily for:
 - a) Crisis Residential;
 - b) Crisis Stabilization (1x/23hr);
 - c) Day Treatment Intensive.
 - 3. Shall be weekly for:
 - a) Day Treatment Intensive for Clinical Summary;
 - b) Day Rehabilitation;
 - c) Adult Residential.
 - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
 - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.
 - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services and the Beneficiary Problem Resolution policy and procedure.
 - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 48 hours of request or determination of necessity) and “emergency” services (same day);
 - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard);
 - 3. Access to routine psychiatric (first appointment within 15 business days of initial request).
 - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
 - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
 - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

EXHIBIT A-2

TRANSLATION SERVICES

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

Services provided may include:

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

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

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

Exhibit B

Compensation

Fiscal Year 2020/2021

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Two Hundred Eighty-Eight Thousand, Two Hundred Twenty-Seven Dollars (\$288,227), and shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2021.
- d. The amount noted above is set forth in the budget, attached hereto as Exhibit B-1 & B-2 and incorporated herein by reference. The budget as may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- f. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Services Act Analyst at ARoss@tularehhsa.org, no later than fifteen (15) days after the end of the

month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.

- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

3. COST REPORT:

- a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

4. RECONCILIATION AND SETTLEMENT:

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

5. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase “repayment or reimbursement.”
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

**Exhibit B-1
Budget and Budget Narrative
Fiscal Year 2020/2021**

Contractor: Tulare County Office of Education
Program: Children of Promise

Expenditures						
	FTE's	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual (Total)
PERSONNEL (STAFF)						
Administrative Staff (by job class)						
Program Supervisor	0.03	1,147	1,147	1,147	1,147	4,587
Secretary	0.03	372	372	372	372	1,489
Support staff (by job class)						
Specialist, Prevention/Intervention Educ.	1	16,848	16,848	16,848	16,848	67,392
Facilitator, Prevention/Intervention Educ.	1	12,900	12,900	12,900	12,900	51,598
Secretary	0.2	3,309	3,309	3,309	3,309	13,238
Benefits (30.27% plus fixed costs)		21,382	21,382	21,382	21,382	85,528
TOTAL PERSONNEL (STAFF)		55,958	55,958	55,958	55,958	223,832
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (Support Staff)		1,625	1,500	1,500	1,625	6,250
Program Supplies		2,444	2,444	2,444	2,444	9,776
General Office Expense						
Office/Admin supplies		70	70	70	70	280
Utilities / Maintenance		100	100	100	100	400
Copier Lease & Maintenance		100	100	100	100	400
Communications (Phones, mail, etc.)		112	112	112	113	450
TOTAL OPERATING EXPENSES		4,451	4,326	4,326	4,452	17,556
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						
Other Specialist- TBD				1,000		1,000
Outreach & Engagement						
Field Trips			4,500		4,500	9,000
Training & Conferences						
Course Expense / Fees		4,000				4,000
Program Oversight and Evaluation						
Evaluation expense		3,750	3,750	3,750	3,750	15,000
Indirect Expense (7.97%)		4,460	4,460	4,460	4,460	17,839
Total Other Operating Expenses		12,210	12,710	9,210	12,710	46,839
Total Expenses		72,619	72,994	69,494	73,120	288,227

Exhibit B-2

2020-2021 Budget Narrative

PERSONNEL:

Administrative Staff:

- Program Supervisor to provide supervision of Support Staff. TCOE-CHOICES Programs are funded by federal, state and local grants. A cost pool allocates monthly general office expenses to all grants. Monthly charge will be allocated from CHOICES cost pool.
 - 3% of total = Salary \$4,587 and Benefits \$1,709 (30.27% plus \$821 for Health Benefits)
- Program Secretary to provide clerical support. TCOE-CHOICES Programs are funded by federal, state and local grants. A cost pool allocates monthly general office expenses to all grants. Monthly charge will be allocated from CHOICES cost pool.
 - 3% of total = Salary \$1,489 and Benefits \$1,094.88 (30.27% plus \$821 for Health Benefits)

Support Staff:

- Prevention Practice Liaison (1 FTE) is assigned to coordinate all sites and provide technical assistance and program governance.
 - Salary \$67,392 & Benefits \$41,779 (30.27% plus \$26,440 for Health Benefits)
- Community Liaisons (.71 FTE) – to facilitate and assist with data collection for RY and CAST programs and provide program technical support to countywide “Children of Promise” RY and CAST programs. Facilitators will also conduct site and community presentations to promote and recruit students and families.
 - Salary \$51,598 and Benefits \$38,184 (30.27% plus \$26,440 for Health Benefits)
- Data Technician (0.2 FTE) – Under general supervision of Prevention Practices Liaison, Assistant will perform a variety of specialized and difficult clerical duties to relieve liaison’s clerical details, and performs related work as required. Duties may include but are not limited to greeting callers and visitors, maintaining records and files, typing and/or taking and transcribing dictation, arranging meetings, conferences, workshops, in-services and coordination of countywide events.
 - Salary \$13,238 and Benefits \$2,761 (20.86% fringe benefits)

TOTAL PERSONNEL \$223,832

OPERATING EXPENSES:

Staff Supports

- Travel by Support staff to all program sites and meetings for the Children of Promise program. The mileage reimbursement is at the IRS allowable rate of \$.535/mile. TCOE staff will attend conferences that are relevant and that align with the goals and the objectives of the Children of Promise Project.

Total Cost \$6,250
- Program Supplies: To purchase curriculum and meeting and training supplies, i.e. healthy refreshments and water.

Total Cost \$9,776

General Office Expenses

TCOE-CHOICES Programs is funded by federal, state and local grants. A monthly cost pool allocation will distribute the general expenses to all grants. The total expenses charge to HHSA-Mental Health Grant will be \$1,529, which will cover the following services:

- General Office supplies
- Utilities
- Copier Lease & Maintenance
- Communications (phones and mail)

Total General Office Expenses \$1,530
TOTAL OPERATING EXPENSES \$17,556

OTHER OPERATING EXPENSES:

Professional Services – TCOE is reserving \$1,000 to bring in specialists and/or presenters. Actual contractors have not been identified yet.

Total Cost \$1,000

Outreach & Engagement – Field Trips- Provide transportation and food for participants to visit college and university campuses.

Total Costs \$5,000

Training & Conferences – RY and CAST facilitator training, recommended by the developers that align with project goals and objectives.

Total Cost \$8,000

Program Oversight & Evaluation – TCOE will utilize the services of a contractor to provide program assessment and evaluation and to monitor the grant and summary reports.

Total Cost not exceed \$15,000

Indirect Expense (7.97% of Total Personnel/Benefit Expenses) \$17,839

TOTAL OTHER OPERATING EXPENSES \$46,839

Total Annual Contract Amount: \$288,227

All fees are approx. and subject to change. Based on previous years' implementations.

**EXHIBIT B-3
TULARE COUNTY MHSA
Fiscal Year 2020/2021 Invoice**

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

Expenditures

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

Authorized Signature:

COUNTY USE ONLY
CHARGE TO:

Program/Division	

MHSA Approval:

County Approval:

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

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

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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 Tim A. Hire Date: 6/3/2020

Contractor Name TULANE COUNTY OFFICE OF EDUCATION

Signature [Signature]