

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 an evidence based program, Primary Intervention Program to provide screening and increase protective factors, functioning, and positive outcomes for children with adjustment issues (i.e, inattentiveness, shyness, aggression, acting out, etc) in grades K-3; 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**
- 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 SERVICE
 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
 8800 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.: 559-730-2910
 Fax No. 559-737-4378

(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: 4/2/2020

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
Program: Children at Risk of School Failure – Primary Intervention Program**

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the Primary Intervention Program are to:

1. Provide early behavioral interventions and prevent exacerbation of adjustment difficulties to identified at-risk children.
2. Educate parents regarding behavioral problems and effective interventions.
3. Increase school success of identified at-risk children.
4. Help children learn effective coping and interaction skills.
5. Utilize Prevention and Early Intervention (PEI) funds to provide new services or enhance existing services. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work

CONTRACTOR shall:

1. Administer the Primary Intervention Program, including, but not limited to, full staff support and training; implementation and evaluation; and promotion.
2. Utilize an evidence-based program to provide screening and increase protective factors, functioning, and positive outcomes for children with adjustment issues (i.e., inattentiveness, shyness, aggression, acting out, etc.) in grades K-3.
3. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
4. Provide services to unserved and 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.
5. Utilize existing collaborations and community resources to leverage the resources of the Primary Intervention Program.

6. Ensure input from teachers and parents of children receiving services is used to direct the activities of the Primary Intervention Program.

B. Description of Services

1. Access/Location and Hours of Service

CONTRACTOR shall provide services in natural community settings that are easily accessible (e.g., Tulare County elementary school sites and faith-based organizations) during normal school hours.

2. Minimum Staffing Requirements

CONTRACTOR shall provide the level of staffing for the Primary Intervention 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 evidence-based practices, to include the Primary Intervention Program (PIP) model (known in Tulare County as the Special Friends program), in combination with several evidence-based evaluation tools.

4. Outreach/Collaboration

- a. CONTRACTOR shall provide outreach to community partners to build awareness of the Primary Intervention Program.
- b. CONTRACTOR shall collaborate with the United Way 2-1-1 Program to promote awareness of the Primary Intervention 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 Primary Intervention Program will be referred to the school site's student study for intervention or 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 FY 20/21, CONTRACTOR will screen a minimum of 3,000 children.

B. Objectives to address:

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.
- In 3 months after contract starts, develop a mutual relationship with the 211 referral program.

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

- 1500 children will be screened for school-adjustment behaviors in the program.
- 300 children will be served (i.e., receive program intervention).
- 25% of the parents will be engaged in the parent component of the program (i.e., parent-child interaction at home).
- 100% of children identified as high-risk in the initial assessment will be referred to the school psychologists or appropriate services.

2. Outcome objectives:

a. Programmatic objectives- By the end of FY 20/21, at least:

- 600 children will be served in the program.
- 80% of children in the program will show an improvement in school-adjustment behaviors.
- 80% of children in the program will no longer be considered “at-risk”.
- 50% of the parents will be engaged in the parent component of the program (i.e., parent-child interaction at home).
- 100% of children remaining in the at-risk category will be linked to the school psychologists, or other appropriate services.

- 100% of children identified as high-risk in the initial assessment will be referred to the school psychologists or appropriate services.
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.

2. 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 60 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.

V. ADDITIONAL EXPECTATIONS

- A. 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.
- B. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "A". Budget modification may be waived at COUNTY's discretion.
- C. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with COUNTY and all agencies identified by COUNTY. No work developed under the contract may be considered proprietary or may be sold for additional profit.

- D. CONTRACTOR may be expected to participate in regular meetings of MHSAs grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.
- E. CONTRACTOR may be expected to attend programmatic trainings facilitated by COUNTY.
- F. 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 FOUR HUNDRED FIFTY-ONE THOUSAND, NINETY-FIVE DOLLARS (\$451,095.00), 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 from COUNTY, for any purpose, shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

4. RECONCILIATION AND SETTLEMENT:

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

5. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

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

**Exhibit B-1
Budget
Fiscal Year 2020/21**

Contractor: Tulare County Superintendent of Schools
Program: Children At Risk of School Failure-K-3 Primary Intervention Program

Expenditures						
	FTE's	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual (Total)
PERSONNEL (STAFF)						
Administrative Staff (by job class)						
Grant Coordinator	0.5	10,318	10,318	10,318	10,318	\$ 41,270.00
Clinical staff (by job class)						0
Support staff (by job class)						0
Secretary	0.1	1,509	1,509	1,509	1,509	6,037.00
Benefits (percentage) 35%		4,139	4,139	4,139	4,139	16,557
TOTAL PERSONNEL (STAFF)		15,966	15,966	15,966	15,966	63,864
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		375	375	375	375	1,500
Vehicles (lease/owned)						0
Vehicle Gas & Maintenance						0
Vehicle insurance						0
Cell phones & plan fees		67.5	67.5	67.5	67.5	270
Program Supplies						
General Office Expense						
Office / Rent						0
Utilities / Maintenance						0
Computers & software support						
Copier, fax, printer & printing expenses						0
Postage						0
Phone / Comm. (land lines)						0
Office/Admin supplies		500	500	500	501	2001
Property & Liability Insurance		0	0	0	0	0
TOTAL OPERATING EXPENSES		943	943	943	944	3,771
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						
	List Separately					
Mental Health Consultant		1,000	1,000	1,000	1,000	4,000
School District		85,286	85,286	85,286	85,286	341,144
						0
						0
Outreach & Engagement						
Food, clothing, supplies						0
						0
Training & Conferences						
Course Expense / Fees						0
Travel Expenses						0
Per Diem						0
Staff meetings						0
						0
Site Start-up						
	List Separately					0
						0
Program Oversight and Evaluation						
Audit expense						
Corporate Allocation						
Evaluation expense		8,500	8,500	8,500	8,500	34,000
Indirect Expense (percent of Personnel) 6.76%		1,079.00	1,079.00	1,079.00	1,079.00	4,316.00
		95,865.00	95,865.00	95,865.00	95,865.00	383,460.00
Total Other Operating Expenses						
		112,774	112,774	112,774	112,775	451,095
Total Expenses						

Exhibit B-2

BUDGET NARRATIVE FY 2020-2021

EXPENDITURES – (Total \$451,095)

Personnel Expenditures

Grant Coordinator: The Grant Coordinator will coordinate, monitor and direct the planning, implementation, and evaluation of the entire program. He/she will organize and schedule program activities and training to ensure program compliance and meet objectives. They will serve as liaison to outside agencies, and point of contact for Tulare County Health and Human Services Agency (HHS) and Duerr Evaluation Resources (DER) evaluations, act as an informational resource and spokesperson for the program and will assist school sites in developing the roles and responsibilities of personnel involved in the project. He/she will be responsible to develop and monitor program budget, and consult with Tiffany Stark on program issues. He/she will collect, prepare, and analyze program-related data, and generate any needed reports on results using technology tools. The grant coordinator will implement any needed changes based on data analysis and recommendations for DER evaluations. He/she will be responsible for preparing reports or developing presentations required by HHS, and Tulare County Superintendent of Schools (TCOE). He/she will create, publish, and distribute flyers, newsletters, training materials and other program materials for recruitment public information and for program updates. The grant coordinator will also perform any other related duties and responsibilities as assigned. The Grant Coordinator will perform the above duties as .50 FTE, with benefits not to exceed 35% of the salary.

Support Staff/Secretary

Secretary will support the grant coordinator with all secretarial duties at .10 FTE

Category	FTE	PEI Program Cost
Salary Grant Coordinator	.50	\$41,271
Salary Support Staff	.10	\$6,037
Benefits	.35	\$16,556

\$63,864

Operating Expenses

The grant coordinator will use and obtain the office materials and supplies necessary for the successful coordination and implementation of the grant. This includes printing training materials, brochures, and flyers. Additionally, some operating expenses also includes mileage traveled between district sites, and cell phone stipend (with benefits). **\$3,771**

Other Operating Expenses

School District: Each district will participate in the grant as a sub-contractor. The paraprofessionals will be expected to complete and maintain all required program paperwork, including evaluation tools, child log notes, student referrals and other written items. They will participate in all initial program training on a regular basis throughout program. They will provide one-to-one non-directive play sessions with students systematically selected for the program. The paraprofessionals will use reflective communication and therapeutic play to establish supportive relationship with students in the program. Paraprofessionals will communicate well with teachers regarding selected students, and participate in regular supervision sessions with the school psychologist. They will be expected to be responsible for scheduling student sessions, maintaining program space, and preserving and securing program materials. The paraprofessional will participate in the selection and purchase of program materials, decorate and arrange the program space in a therapeutic way. Paraprofessionals will follow all school rules and represent the Special Friends program at their school site.

\$341,144

Paraprofessional Training: Mental Health Consultants will provide relevant trainings to paraprofessionals at monthly meetings in order to increase their knowledge and confidence in providing direct 1:1 service through the grant.

\$4,000

Evaluation expense: Duerr Evaluation Resources will be used in order to provide data for the grant, such as students screened, students served, and evaluate the outcome of the program.

\$34,000

Indirect expenses: Indirect costs will be charged at 6.76% of the total personnel costs associated with the program.

\$4,316

Total Budget: \$451,095

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. HINE Date: 6/2/2020

Contractor Name TULARE COUNTY OFFICE OF EDUCATION

Signature [Signature]