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 YOUTH SERVICES BUREAU, INC.,** a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. COUNTY wishes to obtain the provision of mental health services for the Full Service Partnership Children's Program, in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health, and the Tulare County Mental Health Annual Plan; and

B. CONTRACTOR has the experience and qualifications 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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☒	**Exhibit D**	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☒	**Exhibit E**	Cultural Competence and Diversity
☒	**Exhibit F**	Information Confidentiality and Security Requirements
☒	**Exhibit G**	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
☒	**Exhibit G1**	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☐	**Exhibit H**	Additional terms and conditions for federally-funded contracts
☐	**Exhibit**	

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

COUNTY:

CONTRACT UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-737-4059

With a Copy to:

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

CONTRACTOR:
TULARE YOUTH SERVICES BUREAU, INC.
327 “K” Street
Tulare, CA 93274
Phone No.: 559-686-9772
Fax No.: 559-688-2043

(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.

TULARE YOUTH SERVICES BUREAU, INC.

Date: 6/16/20

By [signature]
Print Name THOMAS GRIESBACH
Title CHAIRMAN OF THE BOARD

Date: 6-16-2020

By [signature]
Print Name William Goodall
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 ____________
Deputy
Matter # ____________

EXHIBIT A
Services
Fiscal Year 2020-2021

Contractor: Tulare Youth Service Bureau
Program: Children's Full Service Partnership (FSP) Program

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. To develop a program tailored to children/youth (0-15) and transitional age youth (TAY) (16-21) with severe mental illness (SMI) and/or severe emotional disturbance (SED), that provides an array of wellness, recovery, and resiliency-focused mental health and supportive services, that are easily accessible, consumer-centered, and culturally competent.
2. To coordinate services with community-based organizations, public agencies, and learning institutions when applicable to provide an integrated array of services and reduce accessibility barriers that occur when children and families must navigate multiple agencies, programs, and access-procedures to receive services.
3. To reduce negative outcomes associated with severe and persistent mental illness, including, but not limited to: psychiatric hospitalization, involvement with juvenile justice system, school failure or dropout, homelessness and removal of children from their homes.

B. Description of Services and Treatment Methods

1. Tulare Youth Service Bureau (CONTRACTOR) Full Service Partnership (FSP) program
   a) Assessment/Enrollment
      (1) Upon receipt of a referral, CONTRACTOR will contact the referring entity within 5 days to arrange for a case staffing or initial assessment to occur within an additional 5 days.
         (a) A child/youth or TAY who is eligible for AB114 services (has mental health services prescribed within their school's Individual Education Plan (IEP)), is to be referred to the Tulare County Office of Education (TCOE) Behavioral Health Services for evaluation and services.
      (2) CONTRACTOR will engage the individual in an initial psychosocial assessment, to include the CALOCUS, conducted by a licensed or waivered Clinical Social Worker or a licensed or waivered Marriage & Family Therapist.
      (3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for each individual in coordination with other agencies that have a shared responsibility for services and/or supports, and the family, when appropriate.

b) Services

(1) Each consumer will be assigned to a Personal Service Coordinator (hereafter referred to as Intensive Care Coordinator (ICC)), who will act as the single fixed point of responsibility and provide intensive case management and supportive services until the consumer is transitioned to a less intensive treatment modality.

(2) Consumers will receive, at minimum, three contacts/services per week in a setting that aids the consumer in service accessibility (e.g., home, school, primary care clinics, family resource center, community agency, in-office, etc.).

(3) Services include a broad spectrum of activities including, but not limited to:

(a) Individual, family, and group therapy
(b) Intensive case management
(c) Intensive Home-Based Services (IHBS)
(d) Medication management
(e) Supportive Activities:

(i) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)
(ii) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)
(iii)Education support (e.g., study groups, college tours, and presentations from educators)
(iv)Peer Mentoring, when available (e.g., Wellness Recovery Action Plan (WRAP), peer groups, etc.)
(v) Socialization (e.g., museum tours, and recreational activities)

(4) Services should be developed with a person-centered approach. Person-centered approach is a highly individualized process designed to respond to the expressed needs/desires of the individual.

(a) Each individual has strengths and the ability to express preferences and to make choices.
(b) The individual's choices and preferences shall always be solicited and considered.
(c) Treatment and supports identified through the process shall be provided in environments that promote maximum independence, community connections, and quality of life.
(d) A person's cultural background shall be recognized and valued in the decision-making process.

c) Flex Funding

(1) Flex funding is only applicable to consumers and can only be used to pay for short-term or one-time goods, supports, services

and activities that are not typically funded by other sources (e.g., housing, medical expenses, clothing, food, education, and transportation). See section III.

d) Transition and Discharge

(1) Transition of consumers to less intensive treatment modalities will occur as the consumer develops competencies and resources to meet recovery goals without FSP services.

(2) A consumer's progress and level of recommended care (CALOCUS) will be assessed every three months.

(3) Consumers shall be discharged when they meet one or more of the following criteria:

(a) Consumer's refusal of services by the legally responsible adult,

(b) Consumer's or legally responsible adult's unilateral decision to terminate treatment,

(c) Transfer to another program that has been mutually agreed upon, or

(d) Mutual agreement that the goals of treatment have been met.

II. <u>POPULATION SERVED</u>

A. Demographics

1. CONTRACTOR shall provide services to, at minimum, 120 unduplicated FSP children/youth (ages 0-15) and transitional age youth (ages 16-21) with an emphasis on serving individuals who are traditionally unserved or underserved such as individuals from Hispanic, African-American, Asian-American, and Native American communities— communities that are traditionally unserved and underserved, and of lower income in Tulare County.

B. Full Service Partnership Focal Populations

1. Child/Youth Focal Population (ages 0-15)

a) Child/youth with serious emotional disturbance (SED) who is at high risk of expulsion from school, is involved with or at high risk of being detained by Child Welfare Services (CWS), and/or has a parent/caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or co-occurring disorders.

b) Child/youth with SED who has been removed or is at risk of removal from their home by CWS and/or is in transition to a less restrictive placement.

c) Child/youth with SED who is experiencing the following at school: suspension or expulsion, violent behaviors, drug possession or use, and/or suicidal and/or homicidal ideation.

d) Child/youth with SED who is involved with Probation, is on psychotropic medication, and is transitioning back into a less structured home/community setting.

(1) A child/youth is considered seriously emotionally disturbed (SED) if he/she exhibits one or more of the following characteristics, over a long period of time and to a marked degree, which adversely affects his/her functioning:

(a) An inability to learn which cannot be explained by intellectual, sensory, or health factors;

(b) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;

(c) Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations;

(d) A general pervasive mood of unhappiness or depression;

(e) A tendency to develop physical symptoms or fears associated with personal or school problems.

2. Transition-age Youth (TAY) Focal Population (ages 16-21)

a) A transition-age youth must have a serious emotional disturbance (SED) or a severe and persistent mental illness (SPMI) and meet one or more of the following criteria:

(1) Homeless or currently at risk of homelessness.

(2) Youth aging out of:

(a) Child mental health system

(b) Child welfare system

(c) Juvenile justice system

(3) Youth leaving long-term institutional care:

(a) Level 12-14 group homes

(b) Community Treatment Facilities (CTF)

(c) Institutes for Mental Disease (IMD)

(d) State Hospitals

(e) Probation camps

(4) Youth experiencing first psychotic break.

(5) Co-occurring substance abuse issues are assumed to cross-cut along the entire TAY focal population described above.

b) For transition-age youth, severe and persistent mental illness (SMI) may include significant functional impairment in one or more major areas of functioning, (e.g., interpersonal relations, emotional, vocational, educational or self-care) for at least six (6) months due to a major mental illness. The individual's functioning is clearly below that which had been achieved before the onset of symptoms. If the disturbance begins in childhood or adolescence, however, there may be a failure to achieve the level of functioning that would have been expected for the individual rather than deterioration in functioning.

III. FUNDING TYPES

Mental Health Services Act (MHSA) Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership (FSP), General System

Development (GSD), and Outreach and Engagement (OE). For purposes of this program, it is anticipated that only the FSP category will be utilized. Time studies performed by service providers will be utilized to allocate funding. Allowable activities for the FSP funding category are below.

A. FSP Funding (including flex funding)

1. Shall be used to provide a full spectrum of mental health services and community supports to consumers.
2. Flex funding will be used to support the consumer for 'whatever it takes' to achieve optimal outcomes, and must be clearly linked to a goal/strategy in the care plan. The use of funds is not an entitlement.

a) Eligibility

(1) Consumers who are actively enrolled in an FSP program, and who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible for assistance through flex funding.

(2) Consumers currently receiving government assistance and/or other income are only eligible to receive assistance through flex funding after it has been clearly established that there are insufficient funds or no other funding sources (insurance, etc.) available.

(3) Flex funding is to be used in support of the consumer and not the individual family members or support persons.

(4) Flex funds are a temporary support, not to be used for long-term recurring expenses.

b) Uses

(1) Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.

(2) Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the consumer or family member does not have insurance to pay for such care.

(3) Excluded purchases include items such as: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, costs for staff to accompany consumers on outings (e.g., sporting events, concerts, amusement parks, etc.), prescription medication otherwise available through Indigent medication or prescription assistance programs, Service Extenders, or vehicles for programs.

(4) Every attempt should be made to purchase items that are considered reasonable purchases for the assistance of the consumers, and as economically as possible.

(5) Items purchased with flex funds become the property of the consumer and the consumer is not obligated to return the property upon leaving the program.

(6) If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.

c) Reimbursement

(1) CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit to the COUNTY (MHSA Fiscal Analyst) within the close of the month after the reported period, preferably with the invoice capturing expense.
(2) Failure to submit claims on a regular basis impedes the efficiency of the process significantly. Claims that are not submitted in a timely manner each month may be subject to delays in review and payment.
(3) CONTRACTOR is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.
(4) CONTRACTOR shall report any reimbursement received on the Flexible Funding Expense Reimbursement Claim Form for the month in which the reimbursement occurred.

IV. PROGRAM PERFORMANCE STANDARDS

A. Active Caseload

1. An Intensive Care Coordinator (ICC) will have a low caseload to be able to provide intensive frequent services, preferably an active FSP caseload of no more than 15 consumers at any given time.

B. Service Goals

1. CONTRACTOR will serve a minimum of 120 unduplicated consumers.

C. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS requirements to adequately serve the priority populations.
2. Services will be delivered within the standards of care of the Tulare County Mental Health Services Branch and the Department of Health Care Services.
3. CONTRACTOR will employ the strategies and guidelines listed throughout this Scope of Work when delivering services through the Children's FSP program.

D. Emergency and Crisis Procedures

1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
2. CONTRACTOR will utilize an on-call system to ensure availability and responsiveness for urgent case management services. A trained clinical program staff person will be scheduled in advance for every day of the week for after-hours coverage. The staff person will be required to carry the on-call cell phone and respond to those calls within a reasonable amount of time. After-hours crisis coverage will be provided by on-call personnel utilizing the on-call/call back

system. CONTRACTOR will ensure that Full Service Partnership consumers will have access to 24/7 crisis coverage Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620.

V. REPORTING STANDARDS

A. CONTRACTOR will enter all service information in the Tulare County Mental Health Avatar Electronic Health Record in accordance with COUNTY procedures.
B. CONTRACTOR will complete all reports for consumers enrolled in a FSP program, in the Data Collection and Reporting System (DCR) to include PAF, KET and 3M, in accordance with the State DCR procedures.
C. CONTRACTOR will record demographic and service data as stipulated by COUNTY, including service location, for all consumers served, and submit a monthly data report to the COUNTY.
D. CONTRACTOR's services will result in the improvement of negative outcomes associated with untreated severe and persistent mental illness to include, but not limited to: psychiatric hospitalization, involvement with the juvenile justice system, school failure or dropout, homelessness and removal of children from their homes.
E. CONTRACTOR will record, assess, and provide an annual program data and outcomes report ensuring to include performance and outcomes measures within this Scope of Work, and, where applicable, pertaining to outcomes; use pre, during, and post client assessments for all consumers. The annual report shall be submitted to the COUNTY no later than 60 days after the close of the fiscal year.
F. Data entered into Avatar, DCR system, monthly data reports, and annual data and outcome reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
G. CONTRACTOR shall submit a signed monthly invoice and payroll report within the close of the month after the reported period.
H. 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 "B3". Budget modification may be waived at COUNTY's discretion.
I. CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.
J. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year
K. A suitable representative of CONTRACTOR shall attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

VI. LOCATION AND HOURS OF OPERATION

A. CONTRACTOR will secure enough space to adequately house all Children's FSP program activities, independent from CONTRACTOR's other business activities.
B. Office will be open Monday through Thursday from 8:00 a.m. to 7:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.

C. FSP services will be provided 24/7 (via after hours phone coverage). Groups and appointments will be scheduled according to consumers' needs.

VII. STAFFING

A. Minimum Staffing Requirements

1. CONTRACTOR agrees to provide the level of staffing for the Children's FSP program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B3" Budget Narrative.
2. Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII, and Medi-Cal regulations where applicable or at such higher levels as necessary for some programs. CONTRACTOR will ensure that staff providing clinical supervision meet community practice standards, codes of ethics as set forth by their professional designation, and standards and regulations of the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, and the California Board of Vocational Nursing & Psychiatric Technicians.
3. CONTRACTOR will ensure that ICCs have access to the DCR system, are provided with a DCR user manual, and have received training on accessing and entering data into the DCR system.
4. CONTRACTOR will hire culturally competent staff and will enable staff to attend trainings on cultural competency performed by COUNTY and in coordination with the COUNTY's Ethnic Services Coordinator.

B. Additional Staffing Requirements

1. In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess the following skills:
    a) Knowledge of psychosocial rehabilitation principles
    b) Understanding of traditional healing practices within the cultural context of the population served
    c) Capability of addressing the diverse consumers' levels of acculturation and biculturalism
    d) Capability of language, cultural competency, and knowledge of multicultural experience
    e) Knowledge of the local community resources available to consumers, and ability to coordinate services with local health care and mental health providers in the community
    f) Knowledge of family systems theory and practice
    g) Knowledge of youth, and transitional age youth mental health issues
    h) Ability to conduct culturally proficient assessments including the identification of high-risk indicators in children/youth, and transitional age youth

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. COMPENSATION for MEDI-CAL REIMBURSEMENT

a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in the Scope of Work (SOW), subject to any maximums and annual cost report reconciliation.
b. The maximum contract amount shall not exceed one million, three hundred thousand dollars ($1,300,000.00) per year, and shall consist of County, State, and Federal funds as shown in **Exhibit B.** Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the County Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 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) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the SOW of this Agreement.
h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agencies, through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. ACCOUNTING FOR REVENUES

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

Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

3. INVOICING

a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
c. 10 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-cal cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within ten (10) months from the month of service to avoid denial for late billing.
d. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

4. COST REPORT:

a. Within forty-five (45) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

c. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

5. RECONCILIATION AND SETTLEMENT:

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

6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

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

7. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSEMENT:

The reimbursement provisions set forth above will not be applicable if any actions or direction by COUNTY with regard to the program is the principle reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees, and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or to others, shall be paid by CONTRACTOR in accordance with this Exhibit.

Exhibit B-1
Budget
Fiscal Year 2020/2021

Contractor: Tulare Youth Service Bureau
Community Services and Supports Program: Full Service Partnership

Expenditures							
PERSONNEL (STAFF)	**Annual Salary**	**FTE's**	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**	**Annual (Total)**
Administrative Staff (by job class)							
FSP Program Director (90,535)	$ 90,535.00	1	22,633	22,633	22,633	22,635	90,535
Clinical staff (by job class)							
Therapist III	$ 84,338.00	4	84,338	84,338	84,338	84,338	337,352
Mental Health Rehab. Spec.	$ 47,815.00	4	47,815	47,815	47,815	47,815	191,260
Child Psychiatrist	$ 229,237.00	0.25	14,327	14,327	14,327	14,327	57,308
LVN	$ 51,165.00	0.25	3,198	3,198	3,198	3,198	12,792
Support staff (by job class)							
QI/QA/Admin Specialist	$ 90,535.00	0.75	16,975	16,975	16,975	16,978	67,903
Clerical Support	$ 36,163.00	1	9,041	9,041	9,041	9,043	36,166
Benefits (percentage) 38%			75,364	75,364	75,364	75,364	301,456
TOTAL PERSONNEL (STAFF)			**273,691**	**273,691**	**273,691**	**273,698**	**1,094,772**
OPERATING EXPENSES							
Staff Supports (direct services)				-	-	-	-
Mileage (staff vehicle use)				-	-	-	-
Vehicles (lease/owned)				-	-	-	-
Vehicle Gas & Maintenance				-	-	-	-
Vehicle insurance				-	-	-	-
Cell phones & plan fees			400	400	400	400	1,600
Program Supplies				-	-	-	-
General Office Expense							
Office / Rent				-	-	-	-
Utilities / Maintenance				-	-	-	-
Computers& software support			900	900	900	900	3,600
Copier, fax, printer & printing expenses				-	-	-	-
Postage				-	-	-	-
Phone / Comm. (land lines)				-	-	-	-
Office/Admin supplies			500	500	500	500	2,000
Program supplies			250	250	250	250	1,000
TOTAL OPERATING EXPENSES			**2,050**	**2,050**	**2,050**	**2,050**	**8,200**
OTHER OPERATING EXPENSES							
Training & Conferences							
Course Expense / Fees			1,750	1,750	1,750	1,750	7,000
Travel Expenses			425	425	425	425	1,700
FSP Flex Funding Expenses							
Housing				-	-	-	-
Education / Jobs training			775	775	775	775	3,100
Clothing/ Food			1,000	1,000	1,000	1,000	4,000
Extracurricular Activities			1,000	1,000	1,000	1,000	4,000
Transportation Assistance			2,250	2,250	2,250	2,250	9,000
Other Expenses			1,000	1,000	1,000	1,000	4,000
Program Oversight and Evaluation							
Indirect Expense (percent of Personnel) 15%			41,057	41,057	41,057	41,057	164,228
Total Other Operating Expenses			**49,257**	**49,257**	**49,257**	**49,257**	**197,028**
Total Expenses			**324,998**	**324,998**	**324,998**	**325,005**	**1,300,000**

Exhibit B-2
FY 2020/2021 Budget Narrative/Budget

Contractor: Tulare Youth Service Bureau, Inc.
Program: Full Service Partnership (FSP) Children's program

PERSONNEL EXPENSES (STAFF)

Classifications:

Children's FSP Program Manager – Salaries (Total $90,535)

One (1) FTE- The FSP Program Manager (PM), a licensed, bilingual (Spanish) mental health professional, will have oversight of the FSP Children's Clinic and assigned clinical staff. The PM will assign cases, assure all programmatic needs are maintained, attend all necessary meetings related to the FSPs and ICC (Intensive Care Coordination) (Katie A.), and, as needed, provide direct mental health services. The PM reports to the Clinical Director. The PM assigned to work with FSP assigned consumers will assist in providing intensive mental health services and utilize a "whatever it takes" model to improve the mental health well-being of FSP children and their families.

- Annual (12 month) salary: $90,535
- Employee's project-related salary expense: $90,535 X 1. FTE = **$90,535**

Therapist III – Salaries (Total $337,352)

Four (4) full time equivalents (FTEs): The therapist(s) for the Children's FSP program are classified as a "Therapist III". The Therapist will provide assessment/evaluation and treatment interventions to children and families who meet the criteria for participation in the Children's FSP program. Therapists assigned to work with FSP assigned consumers will provide culturally and linguistically competent intensive mental health services and utilize a "whatever it takes" model to improve the mental health and well being of FSP children and their families.

- Annual (12 month) salary: $84,338
- Employee's project-related salary expense: $84,338 X 4. FTE = **$337,352**

Mental Health Rehab Specialist (MHRS) – Salaries (Total $191,260)

Four (4) full time equivalents (FTEs) of MHRS: Working under the direction of the Program Manager and Therapist III, the Mental Health Rehab Specialist(s) for the Children's FSP program will provide intensive case management services to children and families who meet the criteria for participation in the Children's FSP program. MHRS's assigned to work with FSP assigned consumers will provide culturally and linguistically competent services and utilize a "whatever it takes" model to improve the mental health and well being of FSP children and their families.

- Annual (12 month) salary: $47,815
- Employee's project-related salary expense: $47,815 X 4. FTE = **$191,260**

Child Psychiatrist – Salary (Total $57,308)

.25 (25%) of a full time equivalent (FTE) Child Psychiatrist. Child Psychiatrist will work with FSP assigned therapists and consumers to provide medication needs.

- Annual (12 month) salary: $229,237
- Employee's project-related salary expense: $229,237 X .25 FTE = **$57,308**

LVN (Licensed Vocational Nurse) – Salary (Total $12,792)

.25 (25%) of a full time equivalent (FTE) of LVN. LVN will work with FSP assigned psychiatrist, therapists and consumers to provide medication needs and support.

- Annual (12 month) salary: $51,165
- Employee's project-related salary expense: $51,165 X .25 FTE = **$12,792**

Quality Improvement and Assurance Specialist – Salary (Total $67,903)

0.25 (25%) of a full time equivalent (FTE) QI/QA Evaluation Specialist with intensive clinical background. Position will work with FSP assigned Program Manager, Clinical Director, County personnel, therapists and consumers to develop and oversee program outcomes, evaluation program effectiveness and produce outcome data and reports supporting FSP program.

- Annual (12 month) salary: $90,535
- Employee's project-related salary expense: $90,535 X 0.75 FTE = **$67,903**

Clerical Support Staff – Salary (Total $36,166)

One (1) full time equivalents (FTEs) of Clerical Support Staff – level D: Clerical support will provide intensive data entry, documentation management, referral processing and other needs determined supportive of the FSP Program.

- Annual (12 month) salary: $36,166
- Employee's project-related salary expense: $36,166 X 1. FTE = **$36,166**

Payroll Taxes and Benefits:

Personnel Expenditures – Benefits – **(Total $301,456)**

- Benefit percentage calculation:
  - FY 2018/2019 benefits $1,663,615 / FY 2018/2019 salaries $4,336,187= 0.38365% rounded to 38%.
  - FY 2020/2021 salaries for 11.25 FTE = $ 793,316 X 38% = $301,456

TOTAL PERSONNEL EXPENSES: Salaries (Total $793,316) + Benefits (Total $301,456) = $1,094,772

OPERATING EXPENSES

Staff Supports: **(Total $1,600)**

- Cell phones and plan fees: $1,600
  - Clinical staff will require use of cell phones as the majority of services are provided in the home, school, and other off-site locations.

General Office Expense: **(Total $6,600)**

- **Computer, software, and supplies: $3,600**
  - Clinical staff will require lap top computers and signature pads, as traveling to off site locations is required. There is extensive computerized data collection requirements and use of electronic health records (AVATAR). Purchase of printers. Additional licensing of staff to access AVATAR system. Use of copyrighted materials and computer programs is ongoing.
- **Office/Administrative Supplies: $2,000**
  - General therapy office needs, portable travel cases for off site therapy needs, paper, binders, file folders, pens, display and white boards for FSP needs
- **Program Supplies: $1,000**
  - Token Economies/Incentives $500
    - Children and families have shown to respond positively to treatment when small incentives for participation are awarded, such as snacks, informational/parenting books and pamplets, therapeutic toys, and games. This effort demonstrates increase in compliance with homework assignments while reducing "no-show" rate.
  - Therapeutic Toys/activities/storage $500
    - Parent/child interactive toys and games to support in-home/off-site component of program
    - Toy storage containers for travel

TOTAL OPERATING EXPENSES ($8,200)

OTHER OPERATING EXPENSES

Training & Conferences: **(Total $8,700)**

- Course Expense/Fees: 7,000
- Travel Expenses: $1,700

- Therapist(s) involved in the FSP Children's Clinic require intensive ongoing training in working with high-risk children and families. Training for staff will include use of evidence-based interventions: including, but not limited to, Eye Movement Desensitization and Reprocessing (EMDR), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), working with the "Katie A." population. Ongoing comprehensive training is required to meet the needs of the FSP designated population.

Program Oversight and Evaluation: **(Total $164,228)**

- Indirect Expense @ 15% of salaries & benefits – (Total $164,228)

FSP Flex Funding Expenses: **(Total $24,100)**

- Education/Job Training: $3,100
- Clothing/Food: Basic needs assistance $4,000
- Extracurricular Activities: Sports, after school activities, etc. $4,000
- Transportation Assistance: Bus passes, tokens, gas cards $9,000
- Other: Flexible funding costs that do not fall into the other criteria $4,000

TOTAL OTHER OPERATING EXPENSES ($197,028)

TOTAL Full Service Partnership – Children's Clinic EXPENSES ($1,300,000)

Exhibit B-3
Interim Reimbursement Rate Schedule
Fiscal Year 2020/2021

County of Tulare County
Mental Health Agreement

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

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)

[X] Automobile Exemption: I certify that TYSB 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 ZAVALA, LCSW Date: 3/19/20

Contractor Name TULARE YOUTH SERVICE BUREAU (TYSB)

Signature