TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT
CENTRAL VALLEY RECOVERY SERVICES, INC.

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

A. COUNTY wishes to retain the services of CONTRACTOR to maintain a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area; and

B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Alcohol, Drug, and Perinatal Program; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon 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, and A-2.**

3. PAYMENT FOR SERVICES: See attached **Exhibits B, B-1, B-2, and B-3.** The maximum amount paid to CONTRACTOR under this Agreement shall not exceed $1,104,171.00.

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

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:

CONTRACTS UNIT
TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3718

With a Copy to:

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

CONTRACTOR:
CENTRAL VALLEY RECOVERY SERVICES, INC
320 W. Oak Avenue, Ste A.
Visalia, CA 93291
Phone No.: 559-625-2995
Fax No.: 559-625-3808

(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
CENTRAL VALLEY RECOVERY SERVICES, INC.

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.

Central Valley Recovery Services, Inc.

Date: 8·10·2020

By _____

Print Name Armando Apodaca

Title Board Chair

Date: 8/10/20

By _____

Print Name Judy Silicato

Title Treasurer

[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 Allison K. Pierce 08/11/2020
Deputy
Matter # 2020792

Exhibit A
Services
Fiscal Year 2020-2021

Contractor: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-Occurring Disorder (COD) Program

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. Offer the residential and outpatient co-occurring disorder program using the Harm Reduction approach along with the Hazelden Co-Occurring Disorders Program (CDP) which draws upon the Dartmouth Integrated Dual Disorder Treatment (IDDT) evidence-based practice principles.
2. Provide an intensive and integrated co-occurring disorder model for:
    a) transitional age youth (TAY) (18 to 25 years of age), adults (26 to 59 years of age), and older adults (60+ years of age); and
    b) as approved by the COUNTY,
        (1) with severe mental illness (SMI) and/or severe emotional disturbance (SED) and substance abuse disorder, and
        (2) Full Service Partnership (FSP) (required for Residential, not required for Outpatient).
3. Incorporate within the co-occurring disorder program the Mental Health Services Act (MHSA) principles:
    a) consumer- and family-centered care
    b) culturally competent
    c) wellness, recovery and resilience focus
    d) integrated service experience
    e) outreach to the traditionally un/underserved
    f) best practices and evidence-based strategies
    g) community collaboration
4. Coordinate services with community-based organizations and public agencies targeting unserved and/or underserved populations in Tulare County for the purpose of reducing accessibility barriers that occur when individuals must navigate multiple agencies, programs, and access procedures to receive services.
5. Reduce negative outcomes associated with co-occurring disorders, to include but not limited to: substance abuse, psychiatric hospitalization and emergency services, criminal justice involvement, homelessness, high rate of physical illness and premature mortality, and removal of children from their homes.

B. Description of Services and Treatment Methods

1. Assessment/Enrollment
    a) Upon receipt of a referral for the Co-Occurring Disorder Program, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.
    b) American Society of Addiction Medicine (ASAM) assessments will be utilized to determine the appropriate level of care.

c) CONTRACTOR will engage the individual in an initial assessment, to include verifying the individual is 18 years of age or older and ensure individual is eligible for program based on I.A.2. above.

d) All residential services need authorization from the Substance Use Disorder (SUD) Quality Improvement (QI) Unit and lengths of stay are based on the need after re-assessments are completed:

(1) Out Patient - Reassessments every 90 days

(2) Residential - Reassessments every 30 days

e) CONTRACTOR will complete additional intake procedures as applicable to program needs, and as outlined within CONTRACTOR's Co-Occurring Disorder Program Proposal submitted in response to COUNTY's Co-Occurring Disorder Program Request for Proposal (RFP) # 14-010.

2. Services

a) Each consumer enrolled in COD will be offered intensive integrated co-occurring disorder treatment by CONTRACTOR in collaboration with consumer's FSP mental health service provider and treatment team. Such treatment is based on the Harm Reduction approach as well as the evidence-based Hazeldon Co-occurring Disorders Program (CDP):

(1) Screening and Assessment,

(2) Integrated Combined Therapies,

(3) Cognitive-Behavioral Therapy,

(4) Medication Management, and

(5) Family Program.

b) Residential services are provided up to six (6) months, and outpatient services are provided up to fourteen (14) weeks. The duration and services can be changed based on adjustments that may be needed to implement Harm Reduction and Hazeldon's Co-occurring Disorders Program (CDP) under the direction of the COUNTY.

c) CONTRACTOR is partnering with the consumer's mental health treatment team to ensure each consumer receives at minimum the following services through a collaborative effort by CONTRACTOR and consumer's mental health treatment team:

(1) maintain a Wellness and Recovery Action Plan (WRAP);

(2) receive the appropriate number of mental health services in an applicable setting with emphasis on consumer's desired setting where available (e.g., residential treatment home, community residence, school, church, primary care clinics, community agency, or in-office); and

(3) participate in a broad spectrum of activities such as:

(a) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources to include benefit programs such as Medi-Cal, Social Security, TulareWORKS, etc.)

(b) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)

(c) Education support (e.g., study groups, college tours, and presentations from educators)
(d) Peer mentoring (e.g., peer-run support groups)
(e) Socialization (e.g., museum tours, and recreational activities)

d) Transition and Discharge

(1) Transition of consumers to less intensive treatment modalities occur as the consumer develops competencies and resources to meet recovery goals.

(2) Consumers are 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

e) Outreach

(1) CONTRACTOR will provide Outreach to educate mental health service providers regarding the Co-Occurring Disorder Program, and will maintain an ongoing relationship with service providers to ensure appropriate referrals. In addition, CONTRACTOR will work with the service providers to conduct engagement in the community by meeting the consumer "where they are" to engage or re-engage consumers who appear to meet program criteria.

f) Peer Services

(1) CONTRACTOR will provide peer support services with a minimum of two part-time positions. Peer support services will include, but are not limited to the following:

(a) Teach and model the recovery experience, effective coping techniques, and self-help strategies
(b) Assist peers in creating and using their personal recovery plan (e.g., WRAP)
(c) Run peer-support groups

g) Ancillary Transportation

(1) Ancillary transportation will be provided when available and as needed for consumer's to attend activities necessary for wellness and recovery to include but not limited to: mental health and physical health appointments, life skills groups, and support groups. The ancillary transportation must be equipped with a First Aid kit, cell phone, and child safety seats (infants/toddlers) if applicable. Travel destination logs are and maintained, in addition to mileage logs that include dates, times, destinations, and purpose of travel.

II. POPULATION SERVED

A. Demographics

1. CONTRACTOR will serve transitional age youth (TAY) (18 to 25 years of age), adults (26 to 59 years of age), and older adults (60+ years of age) who are enrolled in County of Tulare Mental Health services.

2. CONTRACTOR will provide at minimum, nine (9) COD residential beds for females, and six (6) COD residential beds for males.

3. CONTRACTOR will ensure the program is serving a representative population based on community census and community need. CONTRACTOR will run and analyze monthly consumer demographic reports to address any disparities in disproportionate services to ethnic/race populations, geographic areas, or age groups.

III. PROGRAM PERFORMANCE STANDARDS

A. Service Goals

1. CONTRACTOR will serve a minimum of 248 unduplicated consumers through outpatient services, and a minimum of 46 unduplicated consumers through residential services.

B. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan, the MHSA Act and MHSA Community Services and Supports (CSS) requirements, and the Alcohol and Other Drug (AOD) Placement Orientation Services (POS) guidelines to adequately serve the target population, and will deliver services within the standards of care of the State Department of Health Care Services (DHCS) and State Department of Alcohol and Other Drug Programs (ADP).

2. CONTRACTOR will maintain a Co-occurring Disorder Program Advisory Committee comprised of at least 51% former/active co-occurring disorder program consumers.

a) Family members will also be part of the advisory committee.

b) The advisory committee should meet monthly with the goal of monitoring and advising the CONTRACTOR regarding the program's development and performance.

c) The CONTRACTOR will maintain the advisory committee's roster, sign-in sheets, agendas, and minutes.

C. 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.

IV. REPORTING STANDARDS

A. CONTRACTOR will work collaboratively with an outside evaluator to collect data and provide reports as outlined in the evaluation plan

B. CONTRACTOR will enter all relevant information into the California Outcomes Measurement System (CalOMS) within forty-eight business hours of admittance to and discharge from the treatment program.
C. CONTRACTOR must correct CalOMS data within two (2) business days after notification from Tulare County Placement Orientation Services (POS) of any and all errors.
D. CONTRACTOR will enter all relevant information into the Drug and Alcohol Treatment Access Report (DATAR), no later than the tenth of each month.
E. CONTRACTOR will work collaboratively with the consumer's treatment team to supply information upon their request they may need to complete their reports for partners enrolled in an FSP program, as all FSP service providers are required to enter consumer information into the State's Data Collection and Reporting System (DCR).
F. CONTRACTOR will record demographic and service data, including service location, for all consumers served, and submit a monthly data and narrative report to the COUNTY using the County's template.
G. CONTRACTOR will work collaboratively with an outside evaluator to collect data in keeping with the evaluation plan, which examines outcomes related to assessment and client records on applicable indicators as addressed in the Harm Reduction and Hazeldon's Co-occurring Disorder Program.

1. Measures include change in negative outcomes associated with co-occurring disorders, to include but not limited to: substance abuse, psychiatric hospitalization and emergency services, criminal justice involvement, homelessness, high rate of physical illness and premature mortality, and removal of children from their homes; by using pre, during, and post outcome assessments for all program participants.
2. CONTRACTOR will ensure an adequate collection method is in place to meet the needs of the evaluation plan.
3. CONTRATOR will submit an annual evaluation plan for COUNTY approval.
4. CONTRACTOR will submit an annual program performance and outcome report to the COUNTY no later than 60 days after the close of the fiscal year. CONTRACTOR may be asked by COUNTY to also present this information to the Mental Health Board or other stakeholder groups as needed.

H. Data entered and reports submitted will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
I. Records on each individual recipient of services will include diagnostic studies, treatment plans, records of consumer interviews, progress notes, and discharge summaries which the CONTRACTOR will retain for a minimum of five fiscal years, so as to be available at any time to the COUNTY, State, and/or Federal representatives.
J. If this agreement is terminated or not renewed, in whole or in part, the consumer records of all past and current recipients of these services will become the property of the COUNTY, although the CONTRACTOR will have access to the records.
K. CONTRACTOR must comply with State and Federal confidentiality requirements; however, the confidentiality provisions will not prevent the COUNTY from reviewing consumer records in the performance of their duties.
L. When it is determined a consumer has an ability to pay all or a portion of treatment costs, and any amount if collected by CONTRACTOR, the revenue so collected will be reported to COUNTY in the annual Cost Report and will be applied against the total

actual program costs before the use of County, State, or Federal funds. When reconciled during the cost report process, the funds may be considered to be in excess and result in an amount due the COUNTY.

M. A consumer may be billed for a "reasonable" amount by CONTRACTOR during or following treatment; but no Tulare County resident will be refused services due of to an inability to pay.

N. Compliance reviews of CONTRACTOR's services must result in no more than 5% disallowance per year.

O. CONTRACTOR will submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.

P. CONTRACTOR will 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 Exhibits B-1 & B-2. Budget modification may be waived at COUNTY's discretion.

Q. A suitable representative of CONTRACTOR will continue to attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

V. LOCATION AND HOURS OF OPERATION

A. CONTRACTOR will provide the necessary space to adequately perform the Co-Occurring Disorder Program in settings that are accessible, accommodating, and welcoming to the target population.

B. CONTRACTOR will be open, at minimum, Monday through Friday, and setup business and program hours based on consideration for target population needs and accessibility.

C. Residential services will be supported 24 hours/7 days a week.

D. Groups and appointments will be scheduled according to consumers' needs, and family groups and activities scheduled to accommodate family accessibility such as after typical work hours, etc.

VI. STAFFING

A. Minimum Staffing Requirements

1. CONTRACTOR will provide an appropriate level of staffing for the Co-Occurring Disorder Program in order to meet the activities described within this Scope of Work and as detailed in the corresponding Exhibits B-1 & B-2."
2. Staffing will 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.
3. Staff providing counseling services must meet requirements as outlined by California Code of Regulations (CCR), Title 9, Division 4, Chapter 8.
4. 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.
5. CONTRACTOR will employ, at a minimum, two part-time Peer Support Specialist-type positions held by individuals who have lived experience as former

recipients of public-funded co-occurring disorder treatment to provide peer supportive services including, but not limited to: peer-run support groups, Wellness and Recovery Action Planning (WRAP), and life skills training. Peer Support Specialists will attend weekly supervision meetings facilitated by CONTRACTOR to ensure appropriate support and mentoring for Peer Support Specialists, and will be trained in Applied Suicide Intervention Skills Training (ASIST) and Mental Health First Aid (MHFA) within ninety (90) days of hire.

6. CONTRACTOR and Peer Support Specialists will meet with the Tulare County Mental Health Wellness and Recovery Manager on a monthly basis to discuss the practice of wellness and recovery principles within the Co-Occurring Disorder Program, and to develop a mechanism for Peer Support Specialist to become WRAP proficient and WRAP certified.

7. CONTRACTOR will employ culturally competent staff and require newly hired staff to complete ASIST and MHFA within ninety (90) days of hire. All staff will attend ongoing cultural competency trainings. CONTRACTOR will also enable staff to attend trainings performed by COUNTY.

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 Addiction Counseling Competencies

b) Knowledge of communicable diseases such as tuberculosis and HIV/AIDS

c) Capability of language, cultural competency, and knowledge of multicultural experience

d) Knowledge of the local community resources available to consumers and ability to coordinate such services

e) Knowledge of family systems theory and practice

f) Knowledge of unique needs of specialty populations such as transitional age youth (TAY) and Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ)

g) Knowledge of mental health issues as it relates to co-occurring disorders

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, one hundred four thousand, one hundred seventy-one dollars ($1,104,171.00) per year, 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. 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.

i. 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.

j. 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

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

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

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 thirty (30) 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 as shown in Exhibit B-3 invoice template. 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 payment 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 COUNTY 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 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: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-occurring Disorder

Expenditures

	Number of Residential Served	46.00					
	Number of Outpatient Served	248.00					
		FTEs	**Q1**	**Q2**	**Q3**	**Q4**	**FY 20/21**
PERSONNEL							
Staff							
	Administrative Staff (by job class)						
	Chief Executive Officer -	0.12	2,570	2,570	2,570	2,570	10,281
	Administrative Secretary	0.20	1,378	1,378	1,378	1,378	5,512
	Administrative Sec/BK	0.16	1,038	1,038	1,038	1,038	4,152
	Clinical Staff (by job class)						
	Clinical Director COD Services	1.00	21,420	21,420	21,420	21,420	85,679
	Therapist	0.00	0	0	0	0	0
	Peer Advocate -1 FT, 2 PT	1.80	9,429	9,429	9,429	9,429	37,715
	Support Staff (by job class)						
	Men's Services Director	0.18	3,098	3,098	3,098	3,098	12,393
	Recovery Specialists	6.86	51,018	51,018	51,018	51,018	204,072
	Program Coordinators	2.40	23,161	23,161	23,161	23,161	92,644
	Outpatient Services Director	0.20	2,932	2,932	2,932	2,932	11,728
	Women's Services Director	0.05	861	861	861	861	3,444
	Salaries sub total		116,905	116,905	116,905	116,905	467,620
	Benefits (Benefits = 35%		40,882	40,882	40,882	40,882	163,527
PERSONNEL TOTAL		12.97	**157,787**	**157,787**	**157,787**	**157,787**	**631,147**
OPERATING EXPENSES							
	Staff Supports (direct services)						
	Mileage (staff vehicle use)		900	900	900	900	3,600
	Cars (lease/owned & gas)		0	0	0	0	0
	Vehicle Maintenance		1,375	1,375	1,375	1,375	5,500
	Car insurance		0	0	0	0	0
	Cell phones & plan fees		0	0	0	0	0
	General Office Expense						
	Office / Rent		17,526	17,526	17,526	17,526	70,102
	Computers, software, supplies		0	0	0	0	0
	Copier, fax, printer expenses		1,599	1,599	1,599	1,599	6,396
	Postage		0	0	0	0	0
	Janitorial/Housekeeping		0	0	0	0	0
	phone / comm. (land lines)		2,500	2,500	2,500	2,500	10,000
	Utilities		7,001	7,001	7,001	7,001	28,004
	Maintenance		3,100	3,100	3,100	3,100	12,400
	Office/Admin supplies		2,530	2,530	2,530	2,530	10,121
	Liability Insurance		1,878	1,878	1,878	1,878	7,512
	Other (must detail)						
	Depreciation		220	220	220	220	880
	Interest Expense		0	0	0	0	0
	License & Certification		375	375	375	375	1,500
	Miscellaneous		78	78	78	78	310
	Taxes & Licenses		21	21	21	21	84
	General Program Expense						

	Food		7,750	7,750	7,750	7,750	31,000
	Supplies, Daily		3,250	3,250	3,250	3,250	13,000
	Supplies, Other		1,126	1,126	1,126	1,126	4,502
	Education Supplies		741	741	741	741	2,964
	Recreational Supplies		250	250	250	250	1,000
	Flex Funds		5,510	5,510	5,510	5,510	22,040
OPERATING EXPENSES TOTAL			**57,730**	**57,730**	**57,730**	**57,730**	**230,915**
OTHER OPERATING EXPENSES							
	Prof Services (contracted services)						
	(list type of service,i.e. Interpreter Service)						
	Contracted Therapist Servivces		1,916	1,916	1,916	1,916	7,664
	Interpreter		0	0	0	0	0
	Other Professional Fees		2,325	2,325	2,325	2,325	9,300
	Training & Conferences						
	Course Expense / Fees		5,020	5,020	5,020	5,020	20,080
	Travel Expenses		0			Inc. above	
	Per Diem		0			Inc. above	
	Staff meetings		0				
	Program Oversight and Evaluation						
	Audit expense		0	0	0	0	0
	Evaluation expense		12,500	12,500	12,500	12,500	50,000
	Indirect Expense (15%)		35,500	35,500	35,500	35,500	142,000
	Wellness and Recovery						
	Group Supplies		200	200	200	200	800
	Field Trips, Social Activities		406	406	406	406	1,625
	Computers/Printing		0	0	0	0	0
	WRAP Materials		135	135	135	135	540
	Education / Jobs training		325	325	325	325	1,300
	Clothing / Food		1,200	1,200	1,200	1,200	4,800
	Transportation Assistance		1,000	1,000	1,000	1,000	4,000
	Other Expenses		0	0	0	0	0
OTHER OPERATING EXPENSES TOTAL			**60,527**	**60,527**	**60,527**	**60,527**	**242,109**
TOTAL EXPENSES			**276,044**	**276,044**	**276,044**	**276,044**	**1,104,171**

Exhibit B-2
Co-occurring Disorder Program
Budget Narrative
Fiscal Year 2020/2021

GENERAL OVERVIEW

Expenses for the operation of the Co-occurring Disorder Program will include those that are Co-occuring Disorder exclusively, such as salaries/benefits for Co-occurring Disorder staff, as well as a portion of the operating expenses of the programs which serve Co-occurring consumers. Based on the number of bed days/slots and types of services provided, the percentages of expenses charged to the Co-occurring Disorder Program are as follows:
Pine Recovery Center 17%, $185,568; New Visions 6%, $65,312; New Heights 13%, $138,257; New Hope 25%, $277,295; and the Co-Occurring Disorder Mental Health Outpatient services, 40%, $437,739, for a total program cost of $1,104,171

Cost allocation of administrative staff salaries and administrative overhead is based on labor distribution. This is the approved method for allocating costs according to our independent auditors.

PERSONNEL, (total $631,147)

Administrative staff totals $19,945, and consists of (1) 0.12 FTE Executive Director, $10,281 and 2 Administrative Secretaries, FTE .36, $9,664.

Clinical staffing costs total $123,394 and consist of (1) 1.0 FTE COD Clinical director and licensed therapist, $85,679, and there are (2) peer advocates for a total of 1.8 FTE, $37,715.

Recovery Support counselors dedicated to the Co-occurring Disorder Program are as follow: Men's Services Director, .18 FTE , $12,393, Women's Services Director, .05 FTE, $3,444, Outpatient SUD Services Director, .20 FTE, $11,728, and Residential Program Coordinators in the equivalent of 2.4 FTE, $92,644. Additionally, Recovery Specialists, (all are either SUD State Certified SUD counselors, or are in the process of obtaining certification, and have special training and experience working with co-occurring disorders), are integrated throughout the residential and outpatient programs, 6.86 FTE, $204,072. The total Support Staff costs is $324,281.

Benefits are 35% of salaries, $163,527, include social security, MediCare, SUI, worker's comp, health, insurance, life insurance and retirement. Central Valley Recovery Services, Inc. matches one half of each employee's contribution to his/her 401(k) up to 3% of his/her salary.

OPERATING EXPENSES, (total $230,915)

Operating expenses include those that are specifically Co-occurring Disorder, and percentages of the programs in which the Co-occurring Disorder consumers are served. The percentages are shown in the General Overview.

Staff Supports (direct services) (total $9,100)

Mileage is paid at the published IRS rate at the time of the expense. The amount budgeted is for reimbursement of staff mileage to Porterville and other minimal mileage for the use of personal vehicles for company business specifically related to the Co-occurring Disorder Program. Company-owned vans are primarily used for transportation and trips.

Each residential program has at least one van. The vehicle maintenance includes gas for these vehicles in addition to the cost of maintenance and repairs. Pine Recovery Center has two vans, Robertson Recovery has two vans, New Visions has one, and New Hope has one. Vehicle insurance is budgeted for the New Hope van.

General Office Expense, (total $147,309)

Rent, (budgeted for $70,102): Co-occurring Disorder staff will occupy the second floor of the administration building which has 6 rooms, one for the part-time unlicensed therapist, one for the peer employees, one for the Co-occurring Disorder outpatient counselors, and a group room for meetings. An additional room downstairs is used for group meetings, and meets ADA requirements for accessibility.

Copier, fax, printer expenses, ($6,396): Primarily this is paper, toner, ink, and maintenance costs.

Postage: Nothing budgeted at this time.

Phone, (10,000): Business phone expense includes long-distance and advertising in the yellow pages.

Utilities, ($28,004): Utilities include gas, electric, water and sewage.

Maintenance, ($12,400): Maintenance includes repairs and upkeep of the buildings, grounds and furnishings.

Office Supplies, ($10,121): Calculators, staplers, tape dispensers, desk calendars, etc., all the materials it takes to operate an office, pens, tablets, file folders, calculator tape, paperclips, etc. In addition, we will be supplying office supplies.

Liability Insurance, ($7,512): This is the portion of the liability insurance expense directly related to Co-occurring disorders. The general aggregate carried by Central Valley Recovery Services, Inc. is $3 million.

Other Expenses, ($2,774) These are expenses with no specific category. They include depreciation, interest, licensing and certification and miscellaneous. All expense, which is a small percentage, is a Co-occurring Disorder Program expense.

General Program Expenses ($74,506):

This category captures residential and non-residential program related expenses such as food, ($31,000) supplies-daily and supplies-other, ($17,502), educational supplies, ($2,964), and recreational supplies, ($1,000). This category also includes $22,040 of FLEX funds that can be used for a variety of items and services to support consumer recovery goals as appropriate and in line with their assessed needs and wellness plan.

OTHER OPERATING EXPENSES: (total $242,109)

Prof Services (contracted services), ($16,964): $7,664 for the licensed therapist who facilitates a weekly group for family members and significant others of Co-occurring consumers, and Other Professional Fees, ($9,300), include amounts paid for Co-occurring Disorder consumers and staff for TB tests, billing, Drug Screens, Interpreter, etc.

Training & Conferences

Course Expense/Fees, ($20,080):
All COD staff training expense is included in this line item: training fees, hotel accommodations, mileage and food. Training costs are paid by CVRS, Inc. for trainings related to our COD contract. Only the portion of expense attributable to the Co-occurring Disorder Program will be apportioned to this account.

Program Oversight and Evaluation ($192,000)

Evaluation Expense: Outside evaluator, **$50,000**.

Indirect Expense (Max 15%), ($142,000): Indirect expense is the Co-occurring Disorder Program's share of the cost of CVRS administration. Administrative expenses, in addition to salaries and the routine expense to sustain an office, include all liability and Directors and Officers insurance expense, the cost of the annual independent audit, and contracted financial services.

Wellness and Recovery: (total $13,065)

Group Supplies, ($800): Supplies for group activities such as art projects, videos, etc.

Wellness and Recovery Activities, ($1,625): The Co-occurring Disorder consumers take four recreational/social day trips each year. These social activities and field trips assist consumers therapeutically to increase socialization function and increase community integration. Central Valley Recovery Services, Inc. purchases tickets for the activities and provides food and transportation for consumers and accompanying staff.

Computers/Printing: Nothing is budgeted at this time.

WRAP Materials: **$540** is our current projection of WRAP expense. This includes the estimated cost for workbooks and other consumer materials.

Education/Jobs Training, ($1,300): Assist with books and enrollment fees, classes for Co-occurring Disorder consumers only.

Clothing/Food, ($4,800): The major portion of this amount is the Co-occurring Disorder portion of food expense to provide for the daily needs of the Co-occurring Disorder consumers who reside at the residential programs.

Transportation Assistance, ($4,000): We have estimated that we will provide consumers with bus passes; monthly or daily passes as needed to assist with independent access transportation.

Other Expenses: Nothing is budgeted at this time.

TULARE COUNTY MHSA

Fiscal Year 2020/2021 Invoice

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

Expenditures

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

Authorized Signature:

COUNTY USE ONLY CHARGE TO:	
Program/Division	
MHSA Approval:	
County Approval:	

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 Shirley Kluver Date: 8-10-2020

Contractor Name Central Valley Recovery Services

Signature _____