

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, referred to as COUNTY, and **TULARE COUNTY OFFICE OF EDUCATION**, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing Therapeutic Behavioral Services (TBS) as requested by the County; 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.

### **ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of July 1, 2010 and shall expire at 11:59 PM on June 30, 2011 unless otherwise terminated as provided in this Agreement.

2. **SUPERSESSSION:** This agreement supersedes Agreement Number 5533, dated August 17, 2010, between COUNTY and CONTRACTOR.

3. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

4. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.

### **5. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over

CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**6. COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**7. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

**8. RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

## **9. CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

**10. INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in **EXHIBIT E** attached.

**11. INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

## **12. TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement

without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the

CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**13. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

**14. FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

## **15. NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

### **COUNTY:**

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

**Fax No.:** 559-737-4059  
**Phone No.:** 559-737-4686

**CONTRACTOR:**

TULARE COUNTY OFFICE OF EDUCATION

Tulare County SIA

2637 W. Burrel

Visalia, CA 93278

**Fax No.:** \_\_\_\_\_

**Phone No.:** 559-733-6300

(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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**16. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

**17. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

**18. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement including but not limited to the assurances stated in Exhibit C.

**19. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

20. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

21. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

22. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

23. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

25. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

26. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any

of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

**27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.



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

**COUNTY OF TULARE**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**TULARE COUNTY OFFICE OF EDUCATION**

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2010-2011**  
**Tulare County Office of Education, Bright Future**  
**Therapeutic Behavioral Services (TBS)**

**DESCRIPTION**

Therapeutic Behavioral Services (TBS) is an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health service as defined in Title 9, CCR, Section 1810.215. TBS is an intensive one-to-one, short-term outpatient treatment intervention for beneficiaries under age 21 with serious emotional problems or mental illness who are experiencing a stressful transition or life crisis and need additional short-term specific support services. TBS must be needed to prevent placement in a group home at Rate Classification Level (RCL) 12 through 14 or a locked facility for the treatment of mental health needs or to enable a transition from any of those levels to a lower level of residential care.

**PAYMENT AUTHORIZATION REQUIREMENTS FOR TBS**

TBS must have prior authorization by COUNTY'S Mental Health Plan (MHP). Services provided without authorization shall not be reimbursed. CONTRACTOR shall submit a request for TBS in accordance with the respective Policies and Procedures and corresponding forms..

CONTRACTOR shall request initial and on-going MHP payment authorization. CONTRACTOR shall submit to the MHP payment authorization requests prior to the end of the specified hours or days in the current authorization period. MHP shall make a timely decision on payment authorization requests to ensure there is no break in medically necessary services to the beneficiary.

**GENERAL AUTHORIZATION REQUIREMENTS**

1. CONTRACTOR shall request MHP payment authorization for TBS in advance of the delivery of services included in the authorization request. The requirement for approval in advance of the delivery of TBS applies to direct one-to-one TBS and related service activities, but does not include the initial assessment that determines whether or not TBS criteria are met or to the initial development of TBS client plan. The initial assessment may include observation of the beneficiary in the settings in which TBS is expected to be delivered to note baseline behaviors and make a preliminary assessment of likely interventions. The MHP may reimburse CONTRACT providers for the initial assessment and the initial development of the TBS client plan as a mental health service or as TBS, as determined by the MHP.
2. The MHP shall make decision on CONTRACTOR payment authorization requests for TBS in advance of service delivery for the first authorization and subsequent reauthorizations of TBS.

3. Both the initial authorization and subsequent reauthorization decisions shall be made by a Licensed Practitioner of the Healing Arts (LPHA) as required by Title 9, CCR, Section 1830.215. During the term of this Agreement, CONTRACTOR shall have available and shall provide upon request to authorized MHP representatives of the COUNTY, a list of all persons by name, title, professional degree, and experience, who are providing services under this Agreement. CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR'S training of all appropriate staff on applicable State manuals and/or training materials and State and County Policies and Procedures as well as any other matters that COUNTY may reasonably require. CONTRACTOR upon request shall provide the MHP a list of all staff trained to deliver TBS.
4. The MHP shall issue a decision on an CONTRACTOR's payment authorization request for TBS, three working days from the date the additional information is received or 14 calendar days, whichever is less.
5. MHP retains the authority to set additional standards necessary to manage the delivery of TBS, including but not limited to establishing maximum hours for individual TBS service components (e.g., assessment, client plan development, and collateral services), provided the MHP standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary TBS.

#### **INITIAL AUTHORIZATION- Assessment and Plan of Care**

Initial Payment Authorization will not exceed 30 days. The TBS assessment should be completed within the first 30 days of service by a licensed or waiver staff person. During the first 30 days of service it is suggested that services range between 6-12 hours per week. \*If more than suggested hours are required, contact with the Managed Care Department, TBS Coordinator is expected.

The TBS assessment should establish Medical Necessity for TBS by evaluating the child/youth's current behavior (presenting problem/impairment) and documenting the following:

- How the behavior causes a significant impairment in an important area of life functioning,
  - A reasonable probability of significant deterioration in an important area of life functioning without TBS services, or
  - A reasonable probability that the child/youth would not progress developmentally as individually appropriate without TBS services.
1. The following elements are required documentation components in order to substantiate medical necessity for mental health services. TBS assessments can be separate, or part of a more comprehensive assessment.

- Presenting Problem: Documentation of a client's chief behavioral impairment, history of the presenting problem(s), including current level of functioning, and current family information including relevant family history.
- Psychological Factors: Documentation of relevant conditions and psychological factors affecting the client's physical health and mental health, including living situation, educations/vocational situation, daily activities, social support, cultural and linguistic factors, and history of trauma.
- Mental Health History: Documentation of mental health history and previous mental health treatment: providers, therapeutic modality (e.g. medications, psychosocial treatments) and response. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports.
- Medical History: Documentation of the complete, relevant medical history and physical health conditions reported by the child/youth or parent/caregiver. Include the name, address and current phone number of current source of medical treatment. (Note: All appropriate Releases of Information forms should be completed prior to communication with other treatment providers.)
- Prenatal: Documentation of the prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports.
- Medication: Documentation about medications the client has received or is receiving to treat medical conditions, including duration of medical treatment. Documentation of allergies or adverse reactions to medications, etc.
- Substance Exposure/Substance Use: Documentation of past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications), over-the-counter, and illicit drugs.
- Strengths: Documentation of client strengths that may be utilized in strategies for achieving client treatment plan goals
- Risks: Documentation of special status situations that present a risk to client or others, including past or current trauma.
- Mental Status Examination
- Diagnosis: A complete five-axis diagnosis from the most current DSM, or a diagnosis from the most current ICD-9 code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data.
- Any additional relevant clarifying formulations information.

In addition, a TBS assessment must identify the following:

1. Medi-cal Eligibility
2. Member Eligibility
3. Targeted Behaviors: Identify the child or youth's specific targeted behaviors and/or symptoms that jeopardize continuation of the current residential placement or put the child at risk for psychiatric hospitalization, or the specific targeted behaviors and/or symptoms that are expected to interfere when a child or youth is transitioning to a lower level of residential placement.

4. **Clinical Judgment:** Provide sufficient clinical information to demonstrate that TBS is necessary to sustain the residential placement, and can be expected to provide a level of intervention necessary to stabilize the child or youth in the existing residential placement or to address behaviors and/or symptoms that jeopardize the child or youth's transition to a lower level of care.
5. **Behavior Modification:** Identify what observable and measurable changes in behavior and/or symptoms TBS is expected to achieve and how the child's Coordinator or Service Team will know when these services have been successful and can be reduced or terminated.
6. **Adaptive Behaviors:** Identify skills and positive adaptive behaviors that the child or youth is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

The initial TBS Plan of Care should be completed in the first 30 days of service. Subsequent Plans of Care are required at 90 days and 150 days. All Plans of Care will be submitted 5 days prior to service block ending date, to Tulare County HHSA, Managed Care Department-TBS Coordinator.

The Plan of Care can be completed by a licensed/waivered staff person or a non licensed staff person with a co-signature of the above. The TBS Plan of Care is separate from the Consumer Wellness Plan and is specific to the delivery of TBS.

1. The TBS Plan of Care provides a detailed description of the treatment including behavior modification strategies for the child/youth. The TBS Plan of Care must include:
  - a) Targeted Behaviors: Clearly identified specific behaviors and/or symptoms that jeopardize the residential placement or transition to a lower of residential placement and that will be the focus of TBS.
  - b) Plan Goals: Specific, observable goals tied to the targeted behaviors or symptoms identified in the TBS Assessment.
  - c) Benchmarks: The objectives that are met as the child/youth progresses towards achieving client plan goals.
  - d) Interventions: Proposed intervention(s) that will significantly diminish the targeted behaviors.
    - 1) A specific plan of intervention for each of the targeted behaviors or symptoms identified in the assessment and the client plan, which is developed with the family/caregiver, if available, and as appropriate.
    - 2) A specific description of the changes in the behaviors that the interventions are intended to produce, including an estimated time frame for these changes.
    - 3) A specific way to measure the effectiveness of the intervention at regular intervals and documentation of refining the intervention plan when the original interventions are not achieving the expected results.
  - e) Transition Plan: A transition plan that describes in measurable terms

how and when TBS will be decreased and ultimately discontinued, either when the identified benchmarks (which are the objectives that are met as the client progresses towards achieving plan of care goals) have been reached or when reasonable progress towards goals is not occurring and, in the clinical judgment of the Coordinator or Service Team developing the plan, are not reasonably expected to be achieved. This plan should address assisting parents/caregivers/school personnel with skills and strategies to provide continuity of care when TBS is discontinued, when appropriate in the individual case.

- f) Transitional Age Youth (TAY): As necessary, a plan for transition to adult services when the beneficiary is no longer eligible for TBS (i.e. beneficiary turns 21 years old) and will need continued services. This plan should also address assisting parents/caregivers with skills and strategies to provide continuity of care when this service is discontinued upon the beneficiary reaching 21 years of age.
  - g) If the beneficiary is between 18 and 21 years of age, it is expected that case management notes, documenting the process of transitioning the beneficiary into Adult Mental Health Services, will be found in the home chart. Document any special circumstances that should be taken into account.
  - h) Signature: A signature (or electronic equivalent) of, at least, one of the following:
    - 1) A clinician who developed the Plan of Care or is providing the service(s)
    - 2) A clinician representing the MHP providing the service  
Note: if the above person is providing the service is not licensed or waived, a co-signature from a physician, licensed/waivered psychologist, licensed/waivered social worker, or a licensed or registered marriage and family therapist is required.
  - i) Evidence of the child/youth's degree of participation and agreement with the Plan of Care as evidenced by the child/youth's or legal guardian's signature. If child/youth or legal guardian is unavailable or refuses to sign the client plan, a written explanation must be present in the progress notes why the signature could not be obtained.
  - j) Evidence that a copy of the Plan of Care was provided to the child/youth or parent/caregiver upon request.
- 2. Note: TBS Plan of Care updates should document the following:
    - a. Any significant changes in the child or youth's environment since the initial TBS Plan of Care; and
    - b. If TBS interventions tried to-date ...
  - 3. A clear and specific TBS client plan is a key component in ensuring effective delivery of TBS.

#### C. TBS Progress Notes:

- 1. Progress notes should clearly and specifically document the following:
  - a) Whether there have been significant changes in the child or youth's

- environment since the initial development of the TBS Plan of Care.
- b) Whether the TBS provided to the child or youth has not been effective and the child or youth is not making progress as expected towards identified goals. In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that they have considered alternatives, and only requested additional hours/days for TBS based on the documented expectation that the additional time will be effective.
  - c) Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors.
- 2. Documentation is required each day that TBS is delivered.
  - 3. Progress notes must include a comprehensive summary covering the time that services were provided, but need not document every minute of service time. The service may be noted by contact or shift.
  - 4. Progress Notes must be co-signed by a licensed mental health professional (LMHP) if the TBS coach providing the service is not an LMHP.

### **CULTURAL COMPETENCY**

CONTRACTOR shall use professional skills, behaviors, attitudes, and policies in the delivery of services that work effectively in cross-cultural situations.

### **PROVIDER GRIEVANCE PROCEDURE**

CONTRACTOR may appeal a denied, terminated or modified request for services from COUNTY. The written appeal shall be submitted to COUNTY within 30 (thirty) calendar days of the postmark of the notification of the denial, termination or modification. Send appeal to:

Tulare County Health & Human Services Agency  
Managed Care Division  
5957 S Mooney Blvd  
Visalia, CA 93277  
ATTN: Greivences/Appeals

### **FINANCIAL PROVISIONS-CONDITIONS FOR PAYMENT**

County will reimburse CONTRACTOR for covered services rendered to beneficiaries only when the beneficiary is eligible for Medi-Cal Program benefits at the time the covered service is rendered by the CONTRACTOR and when prior authorization was received by the CONTRACTOR from COUNTY MHP. CONTRACTOR shall be responsible for determining ongoing client Medi-Cal eligibility for each month of service following the initial month in which services were authorized. If eligibility is determined using AEVS (Automated Eligibility Verification System) and EVC (Eligibility Verification Control) number shall be provided to COUNTY to document verification of eligibility.

Staff travel and documentation time is Medi-Cal Billable. On-Call time for the staff person providing Therapeutic Behavioral Services is not Medi-Cal billable. TBS are billed as Mental Health Services. No additional hours are to be billed for travel, documentation, collateral or additional services. This time shall be included in the total weekly hours prior authorized for TBS.

## **PAYMENT**

CONTRACTOR shall submit invoices monthly to: Tulare County Health & Human Services Agency, Children's Authorization Services Unit/Managed Care Division, 5957 S. Mooney Blvd., Visalia, CA. 93277.

CONTRACTOR shall invoice the COUNTY for services through submission of Service Activity Logs (SAL's), an itemized HCFA 1500 form, or other format agreed to by the COUNTY, for all client contact minutes, clinical hours accompanied by daily progress notes, current TBS Client Plan on a calendar month basis for all services provided to beneficiaries during that month. Each monthly invoice shall be submitted within thirty days of the end of the month for which Mental Health Services were rendered. COUNTY shall have the right to deny payment if the invoice is not submitted along with supporting documentation, as required by COUNTY, then, payment shall be withheld until COUNTY is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by COUNTY. All monthly invoices shall be subject to adjustments based upon the COUNTY data systems reports, Explanation of Benefits (EOB) data, and/or CONTRACTORS Annual cost Report, which shall supersede and take precedence over all invoices.



**EXHIBIT B**  
**COMPENSATION**  
**FISCAL YEAR 2010-2011**  
**TULARE COUNTY OFFICE OF EDUCATION, Bright Future**  
**SPECIALTY MENTAL HEALTH RATES**

**COMPENSATION**

A. The rate for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are:

1. COUNTY agrees to pay CONTRACTOR for the following services and specified rates for the following services:

- Therapeutic Behavioral Services: \$2.50 per minute

B. This minute rate times the units of service utilized by clients in the program will determine the reimbursement to CONTRACTOR to the maximum compensation of **THREE HUNDRED AND SIXTY-THREE THOUSAND DOLLARS (\$363,000)**. Said minute rate may be changed by amendment to this Agreement.

C. The County MHP will reimburse CONTRACTOR for covered services rendered to beneficiaries only when the beneficiary is eligible for Medi-Cal Program benefits at the time the covered service is rendered by the CONTRACTOR and when prior authorization was received by the CONTRACTOR from COUNTY MHP. CONTRACTOR shall be responsible for determining ongoing client Medi-Cal eligibility for each month of service following the initial month in which services were authorized. If eligibility is determined using Automated Eligibility Verification System (AEVS) and Eligibility Verification Control (EVC) number shall be provided to the COUNTY MHP to document verification of eligibility.

D. In the event the CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected. COUNTY will not fund services that have not been approved in advance by the Director of Mental Health

**FEES**

CONTRACTOR, with input from various sources, include the State and County, will determine the cost of services and will use this information to formulate the minute rate. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.

## INVOICING

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle. At the close of a monthly billing cycle, an invoice shall be submitted with within ten (10) days. Invoice shall contain the name of the individual beneficiary, type of service and supporting documentation for all mental health services provided along with the person(s) providing services, time and date of service, COUNTY MHP billing code, and duration of service. CONTRACTOR's program operates 365 days per year. Each monthly invoice shall be submitted within thirty days of the end of the month for which Mental Health Services were rendered. COUNTY MHP shall have the right to deny payment if the invoice is not submitted along with supporting documentation, as required by COUNTY MHP, then, payment shall be withheld until COUNTY MHP is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by COUNTY MHP. All monthly invoices shall be subject to adjustments based upon the COUNTY MHP data systems reports. An Explanation of Benefits (EOB) data; and/or CONTRACTORS Annual Cost Report, which shall supersede and take precedence over all invoices.

CONTRACTOR shall submit invoices monthly to:

Tulare County Health & Human Services Agency  
Attention: Children's Managed Care Division  
5957 S. Mooney Blvd.  
Visalia, CA 93277

Invoices shall be in the format approved by Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation in accordance with the COUNTY's payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date.

## EXHIBIT C

### ASSURANCES

#### CONTRACTOR CERTIFIES THAT:

A Nondiscrimination in Services, Benefits and Facilities

1. Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.
2. During the performance of this contract, the Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical conditions, marital status, age or sex. The Contractor and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 7285 et seq.). The Contractor will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractor will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. The Contractor will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

B. Patients' Rights

1. The CONTRACTOR and all subcontractors assure that all recipients of services are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, in accordance with applicable laws, regulations and State policies relating to patient rights.

C. Procedure for Complaint Process

1. All complaints alleging discrimination in the delivery of services by the CONTRACTOR and/or subcontractor on any discriminatory basis prohibited by law, may be resolved by the state through the Department of Mental Health's civil rights complaint process.
2. All unresolved complaints concerning patients' rights may be resolved by the state through the Department of Mental Health's Office of Patient's Rights.

D. Notice of Complaint Process

1. The CONTRACTOR and all subcontractors shall be subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination of a violation of their civil rights with the Department of Mental Health.
2. Interpretive services are available, or will be obtained, for persons required to sign forms who are fluent only in a language for which no translated form is available.

E. Access to Records

1. The CONTRACTOR and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records, and accounts for purposes of investigation to ascertain compliance with applicable state and federal regulations.
2. The CONTRACTOR shall make records available for authorized review for fiscal audits, program compliance and beneficiary complaints.

F. Compliance

1. The CONTRACTOR and any subcontractor will adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statute and regulations.

G. Per Diem Rate

1. CONTRACTOR acknowledges that the per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services provided to beneficiaries.

## EXHIBIT D

### HIPAA REQUIREMENT

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR

1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated

Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRATOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528
10. At termination of this Agreement, CONTRACTOR shall, if feasible return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the

information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

#### E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.

F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

#### G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.
5. COUNTY may terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Agreement.



# EXHIBIT E

## 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 or subcontractors, if applicable.

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

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

#### B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must meet the following requirements:

- a. *Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
- b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
- c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*

2. The Certificate of Insurance for Workers Compensation, must include the following walver of subrogation.

- a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

#### C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

#### D. Acceptability of Insurance

Northern California ReLIEF  
Protected Insurance Program for Schools

# CERTIFICATE OF COVERAGE

Issue Date

7/29/2010

ADMINISTRATOR:

LICENSE # 0451271

Keenan & Associates  
1740 Technology Drive, Suite 300  
San Jose, CA 95110

408-441-0754  
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLIEF  
ENTITY B: Protected Insurance Program for Schools  
ENTITY C:  
ENTITY D:  
ENTITY E:

COVERED PARTY:

Tulare County Office Of Education  
Tulare County SIA  
2637 W Burrel  
Visalia CA 93278

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY  
REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE  
AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [ <input checked="" type="checkbox"/> GENERAL LIABILITY [ <input checked="" type="checkbox"/> CLAIMS MADE / OCCURRENCE [ <input checked="" type="checkbox"/> GOVERNMENT CODES [ <input checked="" type="checkbox"/> ERRORS & OMISSIONS [ ]	NCR 00604-19	7/1/2010 7/1/2011	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [ <input checked="" type="checkbox"/> ANY AUTO [ <input checked="" type="checkbox"/> HIRED AUTO [ <input checked="" type="checkbox"/> NON-OWNED AUTO [ <input checked="" type="checkbox"/> GARAGE LIABILITY [ <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00604-19	7/1/2010 7/1/2011	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [ <input checked="" type="checkbox"/> ALL RISK [ <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00604-19	7/1/2010 7/1/2011	\$ 50,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00604-19	7/1/2010 7/1/2011	\$ 50,000	Included EACH OCCURRENCE
B	WORKERS COMPENSATION [ <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS12307	7/1/2010 7/1/2011	\$	[ ] WC STATUTORY LIMITS [ <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

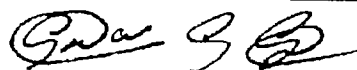
As respects to Bright Futures Therapeutic Behavioral Services Agreement.

CERTIFICATE HOLDER:

Tulare County Health and Human Services  
5957 South Mooney Blvd.  
Visalia CA 93277

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE  
CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA  
WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE  
HOLDER NAMED TO THE LEFT, ~~BY FIRST CLASS MAIL OR BY HAND DELIVERY TO THE~~  
~~ADDRESS OF THE CERTIFICATE HOLDER.~~

Graham Grice



AUTHORIZED REPRESENTATIVE

Northern California ReLIEF

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Tulare County Office Of Education Tulare County SIA	NCR 00604-19	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

Tulare County Health and Human Services

5957 South Mooney Blvd.  
Visalia

CA 93277

**As Respects:**

As respects to Bright Futures Therapeutic Behavioral Services Agreement.

Tulare County, its officers, agents, employees and volunteers individually and collectively are named as additional covered partys.



Authorized Representative

Issue Date: 7/29/2010