

AGREEMENT

THIS AGREEMENT is entered into as of _____, between the **COUNTY OF TULARE**, referred to as COUNTY, and **LINDSAY UNIFIED SCHOOL DISTRICT**, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to retain the services of CONTRACTOR to provide the direct skill training to high risk parents via the SafeCare® program, a structured evidence-based home visitation program; and

B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Child Welfare Services 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, 2011 and shall expire at 11:59 PM on June 30, 2014 unless otherwise terminated as provided in this Agreement.
2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**
3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.
4. **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.

5. **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.

6. **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.

7. **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.

8. 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.

9. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the submitting department evidence of the required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

10. 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 CONTRACTOR'S failure to provide form DE-542, when applicable.

11. 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.

12. **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.

13. **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.

14. **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.: 559-624-8000

CONTRACTOR:

Lindsay Unified School District

371 E. Hermosa

Lindsay, CA. 93247

Fax No.: _____

Phone No.: (559) 562-8292

(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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

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

23. **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.

24. **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.

25. **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.

26. 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

LINDSAY UNIFIED SCHOOL DISTRICT

Date: _____ By Janet K. Kleege
TITLE Superintendent

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 [Signature]
(Deputy (2019654))

Date 05/17/11

Lindsay Unified School District
371 E. Hermosa
Lindsay, CA 93247
(559) 562-8292

Exhibit A

CONTRACTOR shall provide the services detailed below.

A. EVIDENCE BASED PRACTICE

CONTRACTOR shall provide 1.0 Full Time Equivalent (FTE) caseworkers for the SafeCare Home Based Visitation Program. The curriculum used will follow the SafeCare Model to provide home-based training for parents who are at-risk or have been reported for child abuse and neglect. The program will be provided in both English and Spanish. SafeCare has three modules to improve parent/child interactions, home environments, and problem solving skills. These modules are:

- Infant and Child Health
- Home Safety
- Parent-Child/Parent-Infant Interactions

SafeCare is to be delivered in home by trained staff carrying caseloads of no more than 10-12 families at one time. The primary target population is families served which children aged 0-5. SafeCare may also serve families with children aged 6-7. Service delivery is typically four to six months. The caseworkers will attend all required Safe Care training. Contractor agrees to adhere to the SafeCare model fidelity.

B. TARGET POPULATION

CONTRACTOR shall provide services primarily to the benefit of a child that has been referred by Child Welfare Services through bimonthly Differential Response Multi Disciplinary Team meetings. Services may also be provided to other at risk families identified by the CONTRACTOR. Services shall be provided directly to the parents or primary caregiver of such a child, in order to provide families with necessary prevention and early intervention mental health that promote wellness and recovery.

C. CONTRACTOR SHALL:

1. Provide evidenced-based, low-intensity, short-term sessions targeting parents of children who are experiencing a broad range of emotional, behavioral, and family problems.
2. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations.
3. Provide and refer families to the necessary prevention and early intervention mental health services that promote wellness and recovery.

Lindsay Unified School District

Exhibit A Continued

4. Utilize existing collaborations and community resources to leverage the resources of the Prevention and Early Intervention (PEI) Safe Care Program. Assigned staff will work flex schedules as needed to meet the needs of the population served
5. Ensure that input from mental health consumers and consumer family members are integral to the development, implementation, and ongoing activities of the PEI SafeCare Program.
6. Collaborate with the Tulare County Department of Mental Health Child Welfare Services and Family Services of Tulare County to implement SafeCare (an approved evidence-based practice) and to coordinate the efforts of this program.
7. Attend the bi monthly Differential Response Multidisciplinary Team Meetings (MDT) to obtain potential Child Welfare Services referrals.

D. OUTCOME AND EVALUATION

1. Number of Individuals/Families to be Served

CONTRACTOR shall serve a minimum of forty (40) unduplicated families in the first year (Fiscal Year 2011-2012) of the contract period. A minimum of fifty (50) unduplicated families shall be served in the second and third year (Fiscal Year 2012-2013 and Fiscal Year 2013-2014) of the contract period. Fifty percent of the families served shall complete all three modules and graduate with a SafeCare certificate.

FISCAL YEAR	FAMILIES SERVED	FAMILIES SAFECARE CERTIFIED
2011-2012	40	20
2012-2013	50	25
2013-2014	50	25
TOTAL	140	70

2. Program Evaluation

CONTRACTOR shall develop internal methods for evaluating effectiveness of the program and shall also arrange for local evaluations that address the expected outcomes of the SafeCare Program.

Lindsay Unified School District

Exhibit A Continued

Parents will be trained in treating children's illnesses and maximizing their own healthcare skills (Health Module), positive and effective parent-child interaction skill (Parenting Module), and maintaining low-hazard homes (Safety Module). A pre and post assessment will be administered for each module. The effectiveness of these training components will be evaluated as the change in the parents' score on role play situations for child health problems, hazards present in the home, and the frequency and quality of parent-child interactions during activities of daily living. Parents receive credit for passing a module only after they have mastered the learning objectives at a minimum of 80%.

a. Individual-Level Outcomes

1. Health Module

- Increased parental capacity to identify symptoms of illnesses and injuries, and seek the most appropriate health treatment for their child.

2. Home Safety Module

- Significant reduction in the number of hazards in the home.

3. Parent-Child/Parent-Infant Interactions Module

- Increased number of positive parent/child interactions, and stimulating activities.

4. Problem Solving and Counseling

- Increased parental structured problem-solving skills (e.g., framing the problem, generating potential solutions, identifying pros and cons of solutions, choosing a solution, and acting).

b. System-Level Outcomes

- Improved access to mental health services.
- Increased cooperation between agencies, systems, and programs.
- Increased early intervention services in rural and isolated communities.

c. Community-Level Outcomes

- Short-term: increased family access to wellness and recovery early intervention services; increased utilization of prevention services; a reduction in disparities in the access of mental health service; and the creation and/or strengthening of relationships between Tulare County Mental Health and the community partners.
- Intermediate-term: children display a decrease in the negative outcomes that may result from a mother's untreated mental illness, decrease stigma associated with accessing mental health services.

2. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to Mental Health Services Act (MHSA).

Lindsay Unified School District

Exhibit A Continued

3. Annual Report

- a. CONTRACTOR will work with CWS to develop an evaluation plan listing all evidence-based measures, surveys and any other outcome measurements that will be completed by populations served (e.g., consumers, family members, staff, community service providers) within 60 days of contract start.
- b. CONTRACTOR will analyze outcome data in accordance with methods outlined in the established evaluation plan and generate a summary report of findings including system outcomes to demonstrate system change over time.
- c. CONTRACTOR will provide the Tulare County Department of Mental Health with a copy of the summary report within 60 days of the close of the contract year per MHSA PEI requirements.

4. MHSA manager and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.

5. CONTRACTOR shall develop a system for using data across the continuum of family interaction services to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps. Contractor agrees to collect all required data defined by CWS. CWS will supply a spreadsheet defining the data to be collected.

E. ADDITIONAL EXPECTATIONS

1. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with the Tulare County Department of Mental Health and all agencies identified by the Mental Health Department. No work developed under the contract may be considered proprietary or may be sold for additional profit.
2. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.

Lindsay Unified School District

COMPENSATION

FY 2011/2012

Exhibit B

A. MAXIMUM AMOUNT PAYABLE

The maximum amount payable for this agreement is \$ 250,341 over a three year period for the following fiscal years:

FY 2011-2012	\$83,447
FY 2012-2013	\$83,447
FY 2013-2014	\$83,447

B. PAYMENT AMOUNT AND FEE SCHEDULE

Contractor shall submit detailed monthly invoices to the County within 30 days from the date of service. Payment for service shall be on a reimbursement basis for adequately documented costs in accordance with cost principles and standards of OMB circular A-87. This agreement will fund one (1) FTE to operate the SafeCare program. Reimbursement for services is contingent upon receipt of state and/or federal funds.

Exhibit "C"
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 have to meet the following requirements:
 - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.*
 - 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, should include the following:
 - 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 by endorsement to the policy.*

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

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Client#: 3 14

VTTULA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2010

PRODUCER (925) 609-6500 HUB Int'l Insurance Serv. Inc. P.O. Box 4047 Concord, CA 94524-4047	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 POLICIES BELOW.												
INSURED Lindsay Unified School District c/o Turner & Assoc Ins Agcy P.O. Box 757 Lindsay, CA 93247	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Genesis Insurance Company</td> <td>38962</td> </tr> <tr> <td>INSURER B: Central TulareCoSchools DistJPA</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Genesis Insurance Company	38962	INSURER B: Central TulareCoSchools DistJPA		INSURER C:		INSURER D:		INSURER E:	
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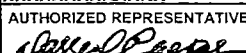
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AUTO LIAB included** <input checked="" type="checkbox"/> \$200,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	YXB3008311	07/01/2010	07/01/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$4,800,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$Not Covered</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$4,800,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$9,600,000</td></tr> <tr><td>PRODUCTS - COMPROP AGG</td><td>\$9,600,000</td></tr> </table>	EACH OCCURRENCE	\$4,800,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$Not Covered	PERSONAL & ADV INJURY	\$4,800,000	GENERAL AGGREGATE	\$9,600,000	PRODUCTS - COMPROP AGG	\$9,600,000
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BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN AUTO ONLY: EA ACC	\$																	
AGG	\$																	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
EACH OCCURRENCE	\$																	
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATUTORY LIMITS	OTHER																	
E.L. EACH ACCIDENT		\$																
E.L. DISEASE - EA EMPLOYEE		\$																
E.L. DISEASE - POLICY LIMIT		\$																
B		OTHER Group Self-Insured General & Auto Liab.	JPA Primary	07/01/2010	07/01/2011	\$200,000 Each Occ. excess of \$1,000 Ded.												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Genesis Ins. Co. policy provides limits of liab. of \$4,800,000 excess of \$200,000 self-insured retention to equal the \$5,000,000 per occurrence limit of liab. **GENERAL AGGREGATE DOES NOT APPLY TO AUTO LIAB.

Re: Father Involvement & Promoting Safe and Stable Families.
 (See Attached Descriptions)

CERTIFICATE HOLDER Tulare County Health & Human Services Agency Contract Unit 5957 S. Mooney Blvd. Visalia, CA 93277	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE ADDRESS OF THE POLICY AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Tulare County, Its officers, employees and volunteers, individually and collectively as Additional Insured as respects General & Auto Liability per attached form TSPA9852 0709, as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLICY CHANGES

Endorsement
Number 9

POLICY NUMBER YXB300831I	ENDORSEMENT EFFECTIVE July 1, 2010	COMPANY Genesis Insurance Company
NAMED INSURED Central Tulare County School Districts Liability Property Joint Powers Authority		COVERAGE PARTS AFFECTED The School Policy Retained Limit Form Coverage Part A

CHANGES

BLANKET ADDITIONAL INSURED ENDORSEMENT

Paragraph D. in SECTION II – WHO IS AN INSURED in Coverage Part A is deleted and replaced by the following:

- D. We agree to include any person or organization as an additional **Insured** under Coverage Part A where you are required by a written contract or written agreement to include that person or organization as an insured. Insurance shall be limited to the extent of coverage and limits of insurance required by the written contract or written agreement but shall not increase (1) the **Limits of Insurance** stated in SECTION III – LIMIT(S) OF INSURANCE of Coverage Part A or (2) the extent of coverage as provided under Coverage Part A. The written contract or written agreement must be effective and executed prior to any occurrence taking place during the policy period.

Any damages and/or claim expenses payable by us due to coverage provided by this endorsement to an additional **Insured** shall be in excess of the **Insured's Coverage Part A retained limit**. If other valid and collectible insurance is available to the additional **Insured** to pay damages and/or claim expenses due to an occurrence, then our indemnification obligation is excess over such other insurance covering the additional **Insured**, whether such other insurance is written on a primary, excess, contingent or on any other basis. The **Insured's Coverage Part A retained limit** may not be satisfied by any other insurance.

However, if a written contract or written agreement as stated in paragraph A. above specifically requires the insurance as provided by Coverage Part A to apply primary to, and on a non-contributory basis with, any other available insurance to the additional **Insured**, we agree to do so but any indemnification obligation by us due to a covered occurrence will be in excess of the **Insured's Coverage Part A retained limit** and subject to the Coverage Part A **Limits of Insurance**.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as stated above.

Signed at Stamford, Connecticut on July 13, 2010

TSP A 98 52 07/09



Authorized Representative

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. CONTRACTOR 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

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.