

**SECOND AMENDMENT TO AGREEMENT**

Tulare County Agreement Number 24287 is amended on \_\_\_\_\_, between the **COUNTY OF TULARE**, hereinafter referred to as “**COUNTY**” and **TULARE YOUTH SERVICE BUREAU, INC.**, hereinafter referred to as ‘**CONTRACTOR**’ with reference to the following:

- A. The COUNTY and CONTRACTOR entered Agreement No. 24287 on November 3, 2009 for the purpose of providing Mental Health services for patients of the COUNTY’S Mental Health Program under the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program.
- B. The COUNTY and CONTRACTOR amended Agreement No. 24287 on June 29, 2010 to update Exhibits “B” and “B-3.”
- C. The COUNTY and CONTRACTOR agree to amend Agreement No. 24287 to extend the date of termination to June 30, 2012 and update Exhibits “A,” “B,” “B-2,” “B-3,” and “B-4.”
- D. This amendment shall become effective July 1, 2011.

**ACCORDINGLY, IT IS AGREED:**

- I. Effective July 1, 2011 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2012.
- II. Effective July 1, 2011 Exhibit “A” entitled Services is hereby substituted in its entirety with the attached Exhibit “A,” which Exhibit is made a part of this Agreement by reference
- III. Effective July 1, 2011 Exhibit “B” entitled Compensation is hereby substituted in its entirety with the attached Exhibit “B,” which Exhibit is made a part of this Agreement by reference
- IV. Effective July 1, 2011 Exhibit “B-2” entitled Cost Report, Reconciliation, and Settlement is hereby substituted in its entirety with the attached Exhibit “B-2,” which Exhibit is made a part of this Agreement by
- V. Effective July 1, 2011 Exhibit “B-3” entitled FY 2011/2012 Budget is hereby substituted in its entirety with the attached Exhibit “B-3,” which Exhibit is made a part of this Agreement by reference.
- VI. Effective July 1, 2011 Exhibit “B-4” entitled FY 2011/2012 Invoice Template is hereby substituted in its entirety with the attached Exhibit “B-4,” which Exhibit is made a part of this Agreement by reference.
- VII. Except as provided above, all other terms and conditions of Agreement No. 24287 shall remain in full force and effect.

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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 YOUTH SERVICES BUREAU, INC.

Date: 5/9/2011 By [Signature]  
TITLE C.F.O.

Date: 5-11-11 By [Signature]  
TITLE Chairman

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 (2011 007)

Date 05/13/11

**EXHIBIT “A”  
Services  
Fiscal Year 2011/12**

**Contractor: Tulare Youth Service Bureau**

**Program: Children and Youth in Stressed Families – Family Interaction Program**

**I. INTENT AND GOALS:**

A. Systemwide Program Intent and Goals

The goals of the Family Interaction Program are to:

1. Improve the quality of the parent/child relationship.
2. Promote positive bonding and interaction within the parent/child relationship.
3. Increase positive parenting and coping skills.
4. Improve later life outcomes of children by increasing resiliency in parents.
5. Provide services to unserved and underserved populations in a manner that is easily accessible, thorough, and culturally and linguistically competent.
6. Utilize PEI funding to provide new services or enhance existing services. Funds may not be used to supplant existing services.

**II. SCOPE OF WORK AND DESCRIPTION OF SERVICES**

A. Scope of Work:

CONTRACTOR shall:

1. Provide evidenced-based, low-intensity, short-term sessions targeting 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, to include transportation services as necessary.
3. Provide drug-exposed infants and their families with the necessary prevention and early intervention mental health services that promote wellness and recovery.
4. Utilize any existing collaborations and community resources to leverage the resources of the PEI Family Interaction Program.
5. Ensure that input from mental health consumers and consumer family members are integral to the development, implementation, and ongoing activities of the Family Interaction Program.

6. Liaison with the Tulare County Department of Health, Maternal, Child, and Adolescent Health (MCAH) Program, and the Drug-Exposed Infant Program to implement the approved evidence-based practice(s) and to coordinate the efforts of this program, including development of a comprehensive referral process.

## B. Description of Services

### 1. Location and Hours of Service

CONTRACTOR shall provide services primarily out of the Lindsay Healthy Start, Tulare Youth Service Bureau (Tulare), Woodlake Family Resource Center and Porterville Youth Services offices, which will provide the necessary space during the Tulare Youth Service Bureau's hours of operation into the evening. Home-based (RET) services will be provided for rural families in Woodlake, Lindsay and surrounding areas.

The Family Interaction Program hours of operation shall be 8:00 a.m. to 7:00 p.m. or later, as needed. In-home services shall also be provided between the hours of 8:00 a.m. and 7:00 p.m. Assigned staff will work flex schedules to meet the needs of the population served and will further flex schedules as needed to accommodate the needs of working parents and facilitate the incorporation of fathers into the treatment process.

### 2. Minimum Staffing Requirements

CONTRACTOR agrees to provide the level of staffing for the Family Interaction Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3," Budget Narrative.

### 3. Evidence-Based Practices (EBP)

CONTRACTOR shall provide services based on evidence-based practices, to include Parent-Child Interaction Therapy (PCIT), Parent-Child Attunement Therapy (PCAT), and Relationship Enhancement Therapy (RET).

### 4. Access

CONTRACTOR shall provide services to the at-risk population in natural community settings that are easily accessible and in close proximity to individuals identified for services, such as Family Resource Centers, community health centers, or in the individual's home.

### 5. Marketing

- a. CONTRACTOR shall provide outreach to community partners to build awareness of the Family Interaction Program.
- b. CONTRACTOR shall collaborate with the Prevention and Early Intervention 2-1-1 Referral Program to promote awareness of the Family Interaction Program.

## 6. Training

- a. CONTRACTOR shall ensure that personnel funded under this program have resources and access to professional and other training, as needed, and specifically in regard to the evidence-based practices to be utilized in this program.
- b. CONTRACTOR shall hold monthly meetings with community partners, FRCs, and MCAH/DEI staff to review progress, obstacles, needs, and program improvement activities.
- c. As needed, CONTRACTOR shall provide training to community partners to build awareness of the Family Interaction Program.

## 7. Information Referral Process

- a. CONTRACTOR shall work with the Tulare County Department of Health, Maternal, Child, and Adolescent Health (MCAH) Program and the Drug-Exposed Infant Program to develop a comprehensive referral process.
- b. CONTRACTOR shall work with Lindsay Healthy Start and other community-based Father Involvement programs to develop a comprehensive referral process.
- c. Referrals and assessments that do not meet the requirements for the Family Interaction Program shall be linked to alternative programs in the community.

## 8. Recordkeeping

CONTRACTOR shall provide reports based on its ongoing tracking system to the County Mental Health Department, as required for monitoring and for State reporting requirements.

## 9. IT System

All tasks requiring IT linkage and interface shall be run through CONTRACTOR's HIPAA-compliant, firewall-protected network. Included shall be payroll, Internet access, e-mail, financial transactions, and data collection.

## 10. Service Area

CONTRACTOR shall serve the communities of Lindsay, Woodlake, Porterville and their surrounding areas in Tulare County, with special efforts to reach rural and underserved or unserved areas and populations.

### III. OUTCOME AND EVALUATION

#### A. Number of Individuals/Families to be Served

CONTRACTOR shall serve a minimum of twenty (20) unduplicated families or a minimum of fifty (50) individuals over the contract period.

#### B. Program Evaluation

##### 1. Family Interaction Program outcomes to be addressed include:

###### a. Individual-Level Outcomes (Quantitative)

- Parent Child Interaction
  - (1) Decrease in negative parental behaviors
  - (2) Increase in child compliance with parental commands
  - (3) Increase in positive parenting skills
  - (4) Increase in parental praise of child
- Child Conduct Disorders
  - (1) Decrease in total child behavior problems
- Parent Distress & Locus of Control
  - (1) Decreased self-reported parenting distress
  - (2) Increased locus of control
- Recurrence of Physical Abuse
  - (1) Decrease in the rate of physical abuse for PCIT participants

###### b. System-Level Impact (Qualitative)

- Increased cooperation between agencies, systems, and programs
- Increased mental health care resource use
- Creation and/or strengthening of relationships between Tulare County Mental Health and the community partners.

###### c. Community-Level Impact (Qualitative)

- Increased utilization of early intervention services in rural and isolated communities
- Reduction in disparities in the access of mental health service
- Decrease in negative outcomes that may result from a stressful family environment (e.g., alcoholism and alcohol abuse, depression, risk for intimate partner violence, and suicide attempts).

##### 2. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA.

##### 3. Annual Report

- a. CONTRACTOR will work with PEI Coordinator to develop an evaluation plan listing all evidenced-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 each contract year per MHSA PEI requirements.
4. MHSA Manager and/or contracted evaluator(s) will have access to these 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.

**V. 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.
3. Additional monitoring and reporting may be required to address any emergent issues.

**Exhibit "B"**  
**Compensation**  
**Fiscal Year 2011/2012**  
**Contractor: Tulare Youth Service Bureau**

**Program: Children and Youth in Stressed Families – Family Interaction Program**

**1. REIMBURSEMENT**

- a. COUNTY agrees to compensate CONTRACTOR for allowed costs incurred as detailed in Exhibit "B-3," subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered by CONTRACTOR during a non-authorized period (e.g., after a Service Block has expired), or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A," no-shows, or for services provided to ineligible individuals.
- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act Family Services Integration Program.
- d. It is COUNTY's expectation that required reports will be submitted within 30 days of the end of each month. CONTRACTOR may not be paid if required reports are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of CONTRACTOR's submission of all required documentation and in accordance with COUNTY's normal payment cycle.

**2. REIMBURSEMENT CATEGORY**

- a. Mental Health Services Act
  - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum total of \$83,575 for Fiscal Year 2011/2012. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Family Services Integration Program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

**3. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than fourteen days after the end of the month in which those expenditures were incurred.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4."



**Exhibit "B-2"**

**Cost Report, Reconciliation, and Settlement  
Fiscal Year 2011/2012**

**Contractor: Tulare Youth Service Bureau**

**Program: Children and Youth in Stressed Families – Family Interaction Program**

**A. ANNUAL COST REPORT**

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHSA Director of Mental Health Services, the Deputy Director of Clinical Services, or the Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms. Program cost shall be paid from MHSA funds. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until the Annual Cost Report is submitted.

**Exhibit "B-3"**  
**FY 2011/2012 Budget**

**Contractor: Tulare Youth Service Bureau, Inc.**  
**Program: Children and Youth in Stressed Families – Family Interaction Program (FIP)**

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
<b>PERSONNEL (staff)</b>						
Clinical staff (by job class) Therapist II	.787	12,676	12,676	12,676	12,677	50,705
Benefits (30% of personnel costs)		3,803	3,803	3,803	3,803	15,212
<b>Total Personnel</b>		<b>16,479</b>	<b>16,479</b>	<b>16,479</b>	<b>16,480</b>	<b>65,917</b>
<b>OPERATING EXPENSES</b>						
<b>General Office Expense</b>						
Computers, software, supplies		1,250	250	750	250	2,500
Office/Admin supplies		500	400	200	200	1,300
Program Supplies		750	250	312	250	1,562
<b>Total Operating Expenses</b>		<b>2500</b>	<b>900</b>	<b>1262</b>	<b>700</b>	<b>5,362</b>
<b>OTHER OPERATING EXPENSES</b>						
<b>Training &amp; Conferences</b>						
Course Expense / Fees		3,000		3,000		6,000
Travel Expenses		1,500		1,500		3,000
<b>Program Oversight and Evaluation</b>						
Indirect Expense (5%percent of Personnel & Benefits)		824	824	824	824	3,296
<b>Total Other Operating Expenses</b>		<b>5,324</b>	<b>824</b>	<b>5,324</b>	<b>824</b>	<b>12,296</b>
<b>Total Expenses</b>		<b>24,303</b>	<b>18,203</b>	<b>23,065</b>	<b>18,004</b>	<b>83,575</b>

**Budget Narrative FY 2011-2012**

**PERSONNEL EXPENSES (STAFF)**

**Classifications: Therapist II- Salaries (Total \$50,705)**

**Exhibit "B-3"**  
**FY 2011/2012 Budget**

**Contractor: Tulare Youth Service Bureau, Inc.**

**Program: Children and Youth in Stressed Families – Family Interaction Program (FIP)**

PCIT/PCAT Therapist: The therapist(s) for the PCIT/PCAT program is classified as a "Therapist II". The Therapist will provide assessment/evaluation and treatment interventions to children and families who meet the criteria for participation in the PCIT/PCAT program. He/she will also provide training to partner agencies and key community stakeholders, parent groups, early childhood educators and caregivers at the Family Resource Centers, preschools, and day care settings as well as other outreach and engagement tasks to promote the program and to benefit the communities of the proposed service area and target population. Parenting classes utilizing the principals of PCIT/PCAT will promote the generalizing of the principals into various settings beyond the child's home.

- Annual (12 month) salary: \$64,425
- Full-time equivalent (FTE) percentage for FIP: .787 FTE
- Employee's project-related salary expense: \$64,425 X .787 FTE = \$50,705

**Payroll Taxes and Benefits:**

Personnel Expenditures - Benefits - (Total \$15,212)

- Benefit percentage calculation:
  - FY 2010/2011 YTD benefits \$826,552 / FY 2010/2011 YTD salaries \$2,762,705 = 0.2992 rounded to 30%.
  - FY 2010/2011 salaries \$50,705 X 30% = \$15,212

**TOTAL PERSONNEL EXPENSES: Salaries (Total \$50,705) + Benefits (Total \$15,212) = \$65,917**

**OPERATING EXPENSES**

**General Office Expense: (Total \$5,362)**

- Computer, software, and supplies: **\$2,500**
  - Use of PCIT/PCAT requires extensive computerized data collection and feedback to caregiver as treatment progresses. Use of copyrighted materials and computer programs is ongoing.
- Office/ Administrative Supplies: **\$1,300**

**Exhibit "B-3"**  
**FY 2011/2012 Budget**

**Contractor: Tulare Youth Service Bureau, Inc.**

**Program: Children and Youth in Stressed Families – Family Interaction Program (FIP)**

- Furniture \$1,300
- Program Supplies: **\$1,562**
  - Token Economies/Incentives \$200
    - Children and families have shown to respond more positively to treatment when small incentives for participation are provided, such as snacks.
  - Therapeutic Toys \$273
  - Audio Earphones/batteries \$1,089

**TOTAL OPERATING EXPENSES (\$5,362)**

**OTHER OPERATING EXPENSES**

Training & Conferences: (Total \$9,000)

- Course Expense/Fees: \$6,000
- Travel Expenses: \$3,000
- Therapist(s) involved in the PEI- Family Interaction Program require intensive ongoing training via UC Davis CAARE Center. With expansion of FIP to Full services in Woodlake and Porterville, additional trained staff is necessary for full implementation.

Program Oversight and Evaluation: (Total \$3,296)

- Indirect Expense @ 5% of salaries & benefits - (Total \$3,296)

**TOTAL OTHER OPERATING EXPENSES (\$3,296)**

**TOTAL Family Interaction Program EXPENSES (\$83,575)**

Exhibit "B-4"  
FY 2011/2012 Invoice Template

Contractor: Tulare Youth Service Bureau, Inc.  
Program: Children and Youth in Stressed Families – Family Interaction Program (FIP)

TULARE COUNTY MHSA  
Fiscal Year 2011/2012 Invoice

<b>Invoice Date:</b>				
<b>Month costs incurred:</b>				
<b>Provider Name:</b>				
<b>Mailing Address:</b>				
<b>Contact Person:</b>				
<b>Phone Number:</b>				
<b>Program:</b>				
<b>Agreement Number:</b>				
<b>Provider Number:</b>				
<b>RU:</b>				
<b>Make Checks Payable To:</b>				
<b>Expenditures</b>				
	<b>FTE's</b>	<b>Budget Remaining at Beginning of Month</b>	<b>Month's Expense</b>	<b>Budget Remaining at End of Month</b>
<b>PERSONNEL (STAFF)</b>				
Administrative Staff (by job class)				0.00
Clinical staff (by job class)				0.00
Support staff (by job class)				0.00
Benefits (percentage)				0.00
<b>TOTAL PERSONNEL (STAFF)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING EXPENSES</b>				
<b>Staff Supports (direct services)</b>				
Mileage (staff vehicle use)				0.00
Vehicles (lease/owned)				0.00
Vehicle Gas & Maintenance				0.00
Vehicle insurance				0.00
Cell phones & plan fees				0.00
Program Supplies				
<b>General Office Expense</b>				
Office / Rent				0.00
Utilities / Maintenance				0.00
Computers & software support				0.00
Copier, fax, printer & printing expenses				0.00
Postage				0.00
Phone / Comm. (land lines)				0.00
Office/Admin supplies				0.00
Property & Liability Insurance				0.00
<b>TOTAL OPERATING EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER OPERATING EXPENSES</b>				
<b>Prof Services (contracted services)</b>				
	List Separately			0.00
				0.00
				0.00
				0.00
<b>Outreach &amp; Engagement</b>				
Food, clothing, supplies		0.00	0.00	0.00
<b>Training &amp; Conferences</b>				
Course Expense / Fees				0.00
Travel Expenses				0.00
Per Diem				0.00
Staff meetings				0.00
<b>Site Start-up</b>				
	List Separately			0.00
				0.00
				0.00
<b>Program Oversight and Evaluation</b>				
Audit expense				0.00
Corporate Allocation				0.00
Evaluation expense				0.00
<b>Indirect Expense (percent of Personnel)</b>				
				0.00
<b>Total Other Operating Expenses</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenses</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Authorized Signature:</b>	<b>COUNTY USE ONLY</b>
	<b>CHARGE TO:</b>
<b>Program/Division</b>	
<b>MHSA Approval:</b>	
<b>County Approval:</b>	

**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.

# UMBRELLA POLICY

## DECLARATION

NAME AND ADDRESS OF AGENCY  Smith Bell & Thompson, Inc P.O. Box 730 Burlington VT 05402-0730 AGENCY 0000026814	INSURANCE COMPANY New Hampshire Insurance Company  175 Water Street - 18th Floor. New York NY 10038
ITEM 1 NAME AND MAILING ADDRESS OF INSURED TULARE YOUTH SERVICE BUREAU, INC; TULARE YOUTH SERVICE FOUNDATION 327 SOUTH K. STREET TULARE CA 93274	POLICY NUMBER 01-UD -012856187-0/000  ITEM 2 POLICY PERIOD FROM: 11-30-10 TO: 11-30-11  At 12:01 A.M. Standard Time at the mailing address shown.

THE NAMED INSURED IS : CORPORATION BUSINESS DESC : SOCIAL SERVICE AGENCY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

**ITEM 3. LIMIT OF INSURANCE**

- a) Each Occurrence \$ 2,000,000
- b) Self Insured Retention \$ 10,000
- c) Aggregate Limits - separately as respects
  - (i) Products Hazard and Completed Operations \$ 2,000,000
  - Hazard Combined
  - (ii) General Aggregate \$ 2,000,000

**ITEM 4. PREMIUM COMPUTATION**

ESTIMATED EXPOSURE	RATE PER	ADVANCE PREMIUM	ANNUAL MINIMUM PREMIUM	MINIMUM EARNED PREMIUM AT INCEPTION
18,000	FLAT	\$8,313		NOT APPLICABLE

RATING BASIS

AREA

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$83

<b>TOTAL PREMIUM</b>	<b>\$8,396</b>
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<b>ITEM 5. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE</b>					
84338 (04/04)	57728 (06/93)	60465 (05/94)	60441 (05/94)	57719 (06/93)	57833 (06/93)
80478 (07/02)	57697 (10/04)	52133 (03/94)	60433 (05/94)	60445 (05/94)	60436(05/94)
84490 (05/04)	62279 (03/95)	60438 (05/94)	65597 (06/96)	60412 (05/94)	89644 (07-05)
87241 (12/04)	PR67003(11/09)	57720 (06/93)	61718 (12/94)	57725 (06/93)	66687 (12/96)
84307 (04/04)	64671 (03/96)	63374 (09/95)	91222 (12-09)	96556 (02-08)	

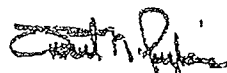
# UMBRELLA POLICY

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Item 6. SCHEDULE OF UNDERLYING INSURANCE - See Schedule of Underlying Insurance.

BY:

  
AUTHORIZED REPRESENTATIVE



# UMBRELLA POLICY

## UNDERLYING INSURANCE

NAME AND ADDRESS OF AGENCY  Smith Bell & Thompson, Inc P.O. Box 730 Burlington VT 05402-0730 AGENCY 0000026814	INSURANCE COMPANY New Hampshire Insurance Company  175 Water Street - 18th Floor. New York NY 10038
ITEM 1 NAME AND MAILING ADDRESS OF INSURED TULARE YOUTH SERVICE BUREAU, INC; TULARE YOUTH SERVICE FOUNDATION 327 SOUTH K. STREET TULARE CA 93274	POLICY NUMBER 01-UD -012856187-0/000  ITEM 2 POLICY PERIOD FROM: 11-30-10 TO: 11-30-11  At 12:01 A.M. Standard Time at the mailing address shown.

### SCHEDULE OF UNDERLYING INSURANCE

TYPE OF POLICY OR COVERAGE	INSURER POLICY NO. AND POLICY PERIOD	LIMITS
COMMERCIAL GENERAL LIABILITY	NEW HAMPSHIRE INSURANCE COMPANY 01-LX-006345894-8 11/30/10 to 11/30/11	\$ 1,000,000 EACH OCCURRENCE  \$ 1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE  \$ 3,000,000 GENERAL AGGREGATE  PER LOCATION PER PROJECT
MISCELLANEOUS LIABILITY	NEW HAMPSHIRE INSURANCE COMPANY 01-LX-006345894-8 11/30/10 to 11/30/11	\$ 1,000,000 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
MISC. P/L		



ISSUING COMPANY  
 ACE FIRE UNDERWRITERS INS CO  
 NCCI CARRIER CODE  
 15431

**Workers' Compensation  
 and Employers Liability  
 Insurance Policy  
 Information Page**

POLICY NUMBER  
 Symbol: NWC Number: C4 63 28 90 5

PREVIOUS POLICY NO.  
 Symbol: Number:

New  Renewal  Rewrite

Individual  Partnership

Corporation

**Item 1.** TULARE YOUTH SERVICE BUREAU, INC. Inter/Intrastate ID No.:  
 Named 327 SOUTH K STREET  
 Insured TULARE CA 93274 Federal Employer ID No.: 941748204

Mailing Address \_\_\_\_\_ Employer's ID No.:  
 PIIC CODE: 8399

For other named insured see Extension of Information Page-Schedule of Named Insured, WC 99 99 99 A  
 For other workplaces see Extension of Information Page-Schedule of Other Workplaces, WC 99 99 99 B

**Item 2.** Policy period: From 06-19-2010 To 06-19-2011 12:01 A.M., standard time at the named insured's mailing address.

**Item 3A.** Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:  
 CA

**Item 3B.** Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.  
 The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee

**Item 3C.** Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
 ALL STATES EXCEPT  
 ND, OH, WA, WY,  
 AND STATES DESIGNATED IN ITEM 3.A

**Item 4.** The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.  
 SEE EXTENSION OF INFORMATION PAGE- CLASSIFICATIONS

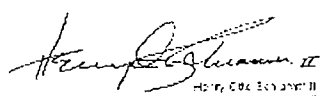
If indicated here, interim adjustments of premium will be made:  
 Semi-Annually  Quarterly  Monthly

Minimum Premium collected in CA	\$ 339.
Total Estimated Premium	\$ 61972.
Deposit Premium	\$

This policy includes these endorsements and schedules:  
 SEE SCHEDULE OF FORMS AND ENDORSEMENTS WC999999D

PRODUCER NAME AND MAILING ADDRESS  
 SMITH BELL & THOMPSON INC  
 P O BOX 730  
 BURLINGTON VT 05401

PRODUCER CODE: Z00144 03-0212176 SML  
 MARKETING OFFICE: ACE COMPLETE  
 ISSUE DATE: 06/24/2010

  
 (Authorized Representative)

**Workers' Compensation and Employers' Liability Policy**

Named Insured TULARE YOUTH SERVICE BUREAU, INC. 327 SOUTH K STREET TULARE CA 93274	Endorsement Number
	Policy Number Symbol: NWC Number: C46328905
Policy Period 06-19-2010 <b>TO</b> 06-19-2011	Effective Date of Endorsement 06-19-2010
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in the Schedule may be eligible for a discount. This endorsement shows your estimated discount in the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule of policies and percentages (see reverse side).

**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.