

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, referred to as **COUNTY**, and **TURNING POINT OF CENTRAL CALIFORNIA, INC**, a California Corporation, referred to as **CONTRACTOR**, with reference to the following:

A. **COUNTY** wishes to maintain Mental Health Programs in Tulare County in conformance with the Welfare and Institutions Code, Division 5, Title 9 and 22 of the California Code of Regulations, The Cost Reporting/Data Collection manual of the State Department of Mental Health and Tulare County Mental Health Annual Plan; and

B. **CONTRACTOR** has the experience and qualifications to provide the services **COUNTY** requires pertaining to the **COUNTY'S** Mental Health Program; and

C. **CONTRACTOR** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein.

### **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, 2012 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBITS A-1, A-2, and A-3.**

3. **PAYMENT FOR SERVICES:** See attached **EXHIBITS B, B-1, and B-2.**

### **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.:** 559-737-4572

**Phone No.:** 559-624 -7445

**CONTRACTOR:**

Turning Point of Central California, Inc.

615 S. Atwood Street

Visalia, CA. 93277

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

**Phone No.:** (559) – 732-8086

(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

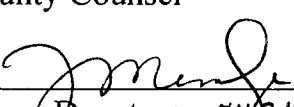
**TURNING POINT OF CENTRAL CALIFORNIA, INC.**

Date: 6-8-11 By   
TITLE CEO

Date: 6-8-11 By   
TITLE CEO

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 (20110819)

Date 6/13/11

## EXHIBIT "A-1"

Fiscal Year 2011-2012  
Services

Contractor: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**  
Program: **VISALIA YOUTH SERVICES**

### Reporting Unit Grouping RU 801

#### I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

##### A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual's family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual's goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual's service and to follow individuals over time and across programs.

##### B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

#### II. POPULATION SERVED:

##### A. Active Caseload

<b>Clients served projected 7/1/11-6/30/12</b>	<b>2229</b>
<b>Average Length of Service****</b>	<b>57 Weeks</b>
<b>Unduplicated Client Count Projected</b>	<b>2229</b>

**B. Ethnic Profile Projected 7/1/11-6/30/12**

	#	%
<b>White</b>	<b>460</b>	<b>20.64%</b>
<b>Latino</b>	<b>1396</b>	<b>62.63%</b>
<b>Asian/Pacific</b>	<b>2</b>	<b>0.09%</b>
<b>African-American</b>	<b>172</b>	<b>7.72%</b>
<b>American Indian</b>	<b>96</b>	<b>4.31%</b>
<b>Laotian</b>	<b>29</b>	<b>1.30%</b>
<b>Cambodian</b>		
<b>Other or Missing</b>	<b>74</b>	<b>3.32%</b>
<b>TOTAL</b>	<b>2229</b>	<b>100.00%</b>

**C. Age Projected 7/1/11-6/30/12**

Age	#	%
<b>0-5</b>	<b>306</b>	<b>13.73%</b>
<b>6-17</b>	<b>1923</b>	<b>86.27%</b>

\*\*\*\* Average client is seen one hour a week but in reality some are seen more and some are seen less.

**D. Diagnostic Spectrum/Inclusionary Criteria**

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their own lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

**III. PROGRAM PERFORMANCE STANDARDS:**

- A. The Children and Family provider shall accept referrals according to Tulare County HHSA, Department of Mental Health guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.
- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.

- E. The Tulare County, HHSA management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Tulare County HHSA, Department of Mental Health standards of care.
- G. Compliance reviews of provider services will result in no more than 5% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally Monday – Thursday 8 a.m. – 7 p.m., Friday and Saturday 8 a.m. – 5 p.m. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:

In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturality;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

**VYS CULTURAL COMPETENCY**

**STAFF LISTING**

No. of	TYPE OF LICENSE	LANGUAGE CAPABILITY		
		BILINGUAL NO. FTE	LANGUAGE	BILINGUAL CERTIFIED
2.5	LIC. PSYCHOLOGIST			
1	LCSW	1	Spanish	
4	ASW	1	Spanish	
12.5	MFT	4	Spanish	
12.5	MFTI	6	6 Spanish/1 Laao	
0	RN			
5	LVN/LPT	1	Spanish	
26	MH Rehab Specialist	15	Spanish	
5	MH Rehab Worker	2	Spanish	
1	MH Rehab Aide	1	Laao	

## EXHIBIT "A-2"

Fiscal Year 2011-2012  
Services

Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.  
Program: DINUBA CHILDRENS SERVICES

### Reporting Unit Grouping RU 850

#### I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

##### A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual's family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual's goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual's service and to follow individuals over time and across programs.

##### B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

#### II. POPULATION SERVED:

##### A. Active Caseload

Clients served projected 7/1/11-6/30/12	875
Average Length of Service****	57 Weeks
Unduplicated Client Count Projected	875

**B. Ethnic Profile Projected 7/1/11-6/30/12**

	#	%
<b>White</b>	<b>68</b>	<b>7.77%</b>
<b>Latino</b>	<b>746</b>	<b>85.26%</b>
<b>Asian/Pacific</b>		
<b>African-American</b>	<b>8</b>	<b>0.91%</b>
<b>American Indian</b>	<b>12</b>	<b>1.37%</b>
<b>Laotian</b>		
<b>Cambodian</b>	<b>2</b>	<b>0.23%</b>
<b>Other or Missing</b>	<b>39</b>	<b>4.46%</b>
<b>TOTAL</b>	<b>875</b>	<b>100.00%</b>

**C. Age Projected 7/1/11-6/30/12**

<b>Age</b>	<b>#</b>	<b>%</b>
<b>0-5</b>	<b>112</b>	<b>12.80%</b>
<b>6-17</b>	<b>763</b>	<b>87.20%</b>

\*\*\*\* Average client is seen one hour a week but in reality some are seen more and some are seen less.

**D. Diagnostic Spectrum/Inclusionary Criteria**

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their own lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

**III. PROGRAM PERFORMANCE STANDARDS:**

- A. The Children and Family provider shall accept referrals according to Tulare County HHSA, Department of Mental Health, guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.
- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.

- E. The Tulare County, HHSA management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Tulare County HHSA, Department of Mental Health standards of care.
- G. Compliance reviews of provider services will result in no more than 5% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally 8 a.m. – 5 p.m., Monday – Friday. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:



In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturalism;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

## DCS CULTURAL COMPETENCY

### STAFF LISTING

No. of	TYPE OF LICENSE	LANGUAGE CAPABILITY		
FTE	CERTIFICATION OR POSITION TITLE	BILINGUAL NO. FTE	LANGUAGE	BILINGUAL CERTIFIED
1.5	LIC. PSYCHOLOGIST			
1	LCSW	1	Spanish	
6	ASW	6	Spanish	
3	MFT	2	Spanish	
3	MFTI	3	Spanish	
7	MH Rehab Specialist	7	Spanish	
2	MH Rehab Worker	1	Spanish	
2	LVN/LPT	2	Spanish	

## EXHIBIT "A-3"

Fiscal Year 2011-2012  
Services

Contractor: TURNING POINT OF CENTRAL CALIFORNIA, INC.  
Program: SEQUOIA YOUTH SERVICES

### Reporting Unit Grouping RU 281

#### I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

##### A. System-Wide Program Intent and Goals:

1. To maintain the individual in his/her community and/or at the least restrictive placements;
2. To provide community based services within the context of the individual's family, culture, language and community;
3. To promote extensive and appropriate coordination and collaboration with other agencies and institutions serving children and families in Tulare County;
4. To direct services towards achieving the individual's goals, desired results and personal milestones;
5. To act as teams that are the single point of responsibility for coordination of each individual's service and to follow individuals over time and across programs.

##### B. Description of Services and Treatment Methods:

Children & Family Service Teams will provide outpatient mental health services under the rehabilitation/recovery model of service delivery. Available treatment methods must include: crisis intervention; individual, group, collateral, and family therapy; assessments; evaluations; medication support services; recovery services; and case management/brokerage services. Services will be provided in a variety of settings; including home, clinic, and community agencies as necessary and needed by the individual clients.

#### II. POPULATION SERVED:

##### A. Active Caseload

Clients served projected 7/1/011-6/30/12	767
Average Length of Service****	71 Weeks
Unduplicated Client Count Projected	767

**B. Ethnic Profile Projected 7/1/11-6/30/12**

	#	%
<b>White</b>	<b>179</b>	<b>23.34%</b>
<b>Latino</b>	<b>504</b>	<b>65.71%</b>
<b>Asian/Pacific</b>		
<b>African-American</b>	<b>6</b>	<b>0.78%</b>
<b>American Indian</b>	<b>6</b>	<b>0.78%</b>
<b>Laotian</b>		
<b>Cambodian</b>		
<b>Other or Missing</b>	<b>72</b>	<b>9.39%</b>
<b>TOTAL</b>	<b>767</b>	<b>100.00%</b>

**C. Age Projected 7/1/11-6/30/12**

<b>Age</b>	<b>#</b>	<b>%</b>
<b>0-5</b>	<b>123</b>	<b>16.04%</b>
<b>6-17</b>	<b>644</b>	<b>83.96%</b>

\*\*\*\* Average client is seen one hour a week but in reality some are seen more and some are seen less.

**D. Diagnostic Spectrum/Inclusionary Criteria**

Children and Families Service Teams will provide services in order to maintain clients in community settings, achieve agreed upon desired outcomes, and help clients and families achieve the ability to positively influence their own lives. The diagnostic spectrum includes diagnoses; schizophrenia and other psychotic disorders, major depression, major affective disorder, post traumatic stress disorder, and dual diagnosed (developmental disability or drug and alcohol related diagnosis) as defined from the California Code of Regulation (CCR) Title 9, Chapter 11 medical necessity.

**III. PROGRAM PERFORMANCE STANDARDS:**

- A. The Children and Family provider shall accept referrals according to Tulare County HHSA, Department of Mental Health, guidelines established for the Service Teams.
- B. Service Teams will conduct an assessment of each client referred by an authorized referral source. Those individuals with the most impairment will be given priority.
- C. The provider will render services in accordance with the Tulare County Mental Health Plan identified target populations.
- D. The provider will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.

- E. The Tulare County, HHSA management information system (CMHC) will be used to measure the Provider's adherence to the standards set forth in this contract.
- F. Services will be delivered within the Department of Mental Health, State of California and Tulare County, HHSA, Department of Mental Health standards of care.
- G. Compliance reviews of provider services will result in no more than 5% disallowance per year.
- H. Physicians in the employ of the Provider more than 12 hours per week will attend the Pharmacy Review Committee monthly.
- I. Clients shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another program which has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met, 5) client does not meet medical necessity criteria. Appropriate follow-up or other service linkage will be made.
- J. A suitable representative of the Provider shall attend the regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.
- K. It is expected that the Provider will ensure that staff responsible for clinical supervision meet community practice standards, code of ethics as set forth by their professional designation and the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, California Board of Vocational Nursing & Psychiatric Technicians standards and regulations.

IV. HOURS OF OPERATION (must meet the needs of the target populations):

- A. Hours of operation will be generally 8 a.m. – 5 p.m., Monday – Friday and Saturday 8a.m. – 2 p.m. It is understood that the Provider will have hours of operation that allow for access to services, reduce barriers to treatment and meet the needs of the target population.

V. STAFFING:

A. Minimum Staffing Requirements:

Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII and MediCal regulations where applicable or at such higher level as necessary for some programs.

B. Additional Staffing Requirements:

In addition to the above licensing requirements, program staff is expected to possess and be trained in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of psychopathology and traditional healing practices within the cultural context of the population served;
- Capability of addressing the diverse clients' levels of acculturation and biculturalism;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Knowledge of the local community resources, available to the client population and capability of strong collaboration/coordination with local providers of health and human services in the community;
- Knowledge of Family Systems Theory and Practice;
- Knowledge of childhood abuse and trauma;
- Knowledge and skills of culturally proficient assessment and diagnosis of childhood disorders;
- Knowledge of assessment of high risk indicators in the children's and youth populations.

## **SYS CULTURAL COMPETENCY**

### **STAFF LISTING**

No. of	TYPE OF LICENSE	LANGUAGE CAPABILITY		
		BILINGUAL NO. FTE	LANGUAGE	BILINGUAL CERTIFIED
1.5	LIC. PSYCHOLOGIST			
1	LCSW			
1	ASW	1	Spanish	
4.5	MFT	1	Spanish	
6	MFTI	2	Spanish	
3	LVN/LPT	2	Spanish	
10	MH Rehab Specialist	8	Spanish	
	MH Rehab Aide			

**EXHIBIT "B"**  
**COMPENSATION**  
**Fiscal Year 2011-2012**

**TURNING POINT OF CENTRAL CALIFORNIA, INC.**

**1. REIMBURSEMENT:**

- a. COUNTY agrees to compensate CONTRACTOR according to Rates in Exhibit "B-1", subject to any maximums and only for services approved according to the Authorization and Medical Necessity Guidelines in Exhibit "A-1" through "A-3".
- b. COUNTY agrees to reimburse CONTRACTOR for the following psychiatry expenses:
  - Psychiatrists to be reimbursed at the following rates for services provided to minors at the Juvenile Detention Facility, the Youth Facility, Bob Wiley Facility, Pre-Trial Facility, or the Main Jail:
    - Board Certified - \$228.00 per hour
    - Board Eligible - \$216.00 per hour
    - General Psychiatrists - \$204.00 per hour
- c. Tulare COUNTY shall not be obligated to compensate CONTRACTOR for service rendered at CONTRACTOR clinic 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 Exhibits "A-1" through "A-3", no shows, or for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contracts, in minutes/days, provided by CONTRACTOR.
- d. Fees for services to individuals or other persons responsible shall be charged in accordance with their ability to pay under the State of California Department of Mental health's Uniform Method of Determining Ability to Pay (UMDAP) or any statute or regulation superseding UMDAP. With the understanding that CONTRACTOR will pursue sources such as: Medi-Cal, Health Families, private and third party insurance, before designating a client as non-pay (non-Medi-Cal).

If client's payment source is private insurance, CONTRACTOR is to bill the private insurance company directly for services provided. CONTRACTOR is to accept remittance from private insurance company as payment in full for services provided until those benefits are exhausted. At that time, UMDAP is to be completed and fees for services shall be charged to the client in accordance with their ability to pay. COUNTY will not be liable for further services rendered unless a letter from the private insurance carrier, confirming exhaustion of benefits, is submitted with the invoice to the COUNTY.

No UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- e. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursements paying for all or part of staff assigned to the Mental Health Services Act One-Stop Center, Central County Program. This program shall not be used to supplant or pay for costs in excess of a forty-hour work week without prior authorization from COUNTY.

- f. Providers who do not submit the required reports or notes in a timely manner may not be paid. It is the expectation of the COUNTY that this would not exceed thirty (30) days for submission of these documents.
- g. All payments made under this Agreement shall be made within (30) days of submission of all required documentation and in accordance with the COUNTY' normal payment cycle.

**2. REIMBURSEMENT CATEGORIES:**

- a. Medi-Cal units of services at the contracted interim rates identified in Exhibit "B-1".
- b. Non-Medi-Cal units of service may be billed to Mental Health realignment at the contracted interim rates identified in Exhibit "B-1" up to the extent that it does not exceed the Mental Health Realignment contracted maximum of \$475,000 for FY 10/11. The CONTRACTOR understands and agrees that the COUNTY may reduce the stated maximum, which is dependent on Mental Health Realignment receipts from the State of California. The CONTRACTOR further understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health realignment maximum unless an amendment to the contract maximum is authorized by the COUNTY.
- c. AB 3632 funds at the contracted interim rates identified in Exhibit "B-1".

**3. INVOICING:**

- a. CONTRACTOR shall submit a monthly statement to the COUNTY for:
  - o Medi-Cal, Healthy Families, and AB 3632 displaying units of service for each category separately.
- b. All claims for payment shall be submitted by service type and number of contacts provided by CONTRACTOR. CONTRACTOR shall submit monthly statements. Claims for Medi-Cal payments shall be based on units of service by or through the CONTRACTOR.
- c. Therapeutic Behavioral Services (TBS) invoices shall have attachment identifying client's name, date of service and length of service. Refer to Exhibits "A-1" through "A-3" Scope of Services.

**4. INTERIM RATE REVIEW:**

- a. Interim rates shall be reviewed on a quarterly basis. Within thirty days after the end of the calendar quarters ended September 30, December 31, and March 31, CONTRACTOR shall submit its year-to-date cost estimate with corresponding Units of Time statistics and Cost per Unit on a Service Function basis. Interim Rates shall be adjusted to reflect current Cost per Unit. Exhibit "B-1" shall be modified by a percentage to reflect the current Cost per Unit. For each quarterly review period, the revised Interim Rates shall be effective for services beginning with the first day of the subsequent calendar quarter.

**EXHIBIT "B-1"**  
**INTERIM RATE SCHEDULE**  
**TURNING POINT OF CENTRAL CALIFORNIA, INC.**  
**FISCAL YEAR 2011/2012**

County of Tulare  
Mental Health Agreement Interim Rates

**TURNING POINT, INC.**

Service Function	Mode of Service Code	Service Function Code	Time Basis	Short-Doye/MediCal Maximum Allowance (Reimburse) Rates FY 2009/2010 (note 1)	Actual Mental Health Cost Report Cost Per Unit FY 2010/2011	FY 2011/2012 Interim Rates
<b>OUTPATIENT SERVICES</b>	<b>15</b>					
Case Management		01-09	Staff Minute	\$2.02	\$2.02	\$2.02
Mental Health Services - Collateral		10-19	Staff Minute	\$2.61	\$2.61	\$2.61
Mental Health Services		30-57, 59	Staff Minute	\$2.61	\$2.61	\$2.61
Therapeutic Behavioral Services		58	Staff Minute	\$2.61	\$2.61	\$2.61
Medication Support		60-69	Staff Minute	\$4.82	\$4.82	\$4.82
Crisis Intervention		70-79	Staff Minute	\$3.88	\$3.88	\$3.88

Note 1 - Department of Mental Health Information Notice 10-08, Enclosure.



**EXHIBIT "B-2"**  
**Cost Report, Reconciliation, and Settlement**  
**Fiscal Year 2011-2012**

**TURNING POINT OF CENTRAL CALIFORNIA, INC.**

**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. Extensions of time to file the cost report at any later date must be approved in writing by the Assistant Agency Director- Mental Health Services, the Deputy Director- 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/Date Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

**B. RECONCILIATION/INTERIM RATE ADJUSTMENT**

COUNTY will reconcile the Annual Cost Report and settlement will be based on the lower of cost or Standard Maximum Allowance (SMA) rate, and shall be considered payment in full. SMA rates are updated annually in November. Within ninety (90) days thereafter, COUNTY will make payment, or receive reimbursement from CONTRACTOR, as appropriate. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until Annual Cost Report is submitted.

**C. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS**

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement".

**D. EXCEPTIONS RE: REPAYMENT OR REIMBURSEMENT**

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

**Exhibit "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.

**ACORD** TM **CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)  
1/31/11

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlback Ave., Suite 200 Walnut Creek, CA94596 Phone: 925-934-8500 Fax: 925-934-8278	<b>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.</b>																		
<b>INSURED</b> Turning Point of Central California, Inc. 615 South Atwood Street Visalia, CA93277	<table border="1"><tr><th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nonprofits Ins. Alliance of California</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr></table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Nonprofits Ins. Alliance of California		INSURER B:			INSURER C:			INSURER D:			INSURER E:		
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INSURER E:																			

**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 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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	201102205NPO	1/28/11	1/28/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. Occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GENTL AGGREGATE LIMIT APPLIES PER					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A		<b>AUTOMOBILE LIABILITY</b>	201102205NPO	1/28/11	1/28/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b>	201102205UMB	1/28/11	1/28/12	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
							\$
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
		EL EACH ACCIDENT				\$	
		EL DISEASE - POLICY LIMIT				\$	
		EL DISEASE - EA EMPLOYEE				\$	
A		<b>Social Service Professional Liability</b>	201102205NPO	1/28/11	1/28/12	\$2,000,000 Aggregate	\$1,000,000 Each Occurrence

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Re: Programs under contract with County of Tulare. The county, its officers, agents, and employees are named as additional insured on General Liability policy per attached CG 2026. Except 10 days notice of cancellation for nonpayment of premium.

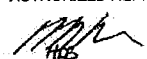
**CERTIFICATE HOLDER**

County of Tulare  
Purchasing Department  
221 S. Mooney Blvd., Room 3  
Visalia, CA 93291-4593

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **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 on the reverse side of this form 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**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 Protected Health Information in accordance with Title 45, CFR, Section 164.528
- C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, CONTRACTOR 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.