

AGREEMENT

THIS AGREEMENT is entered into as of _____, between the **COUNTY OF TULARE**, referred to as COUNTY, and **TULARE COUNTY SUPERINTENDENT OF SCHOOLS**, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of administering an evidence-based program, Primary Intervention Program, to provide screening and increase protective factors, functioning, and positive outcomes for children with adjustment issues (i.e., inattentiveness, shyness, aggression, acting out, etc.) in grades K-3; 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, 2013 and shall expire at 11:59 PM on June 30, 2014 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBITS A**

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

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. This indemnification obligation shall continue beyond the term of this

Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. TERMINATION:

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

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

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

In addition, COUNTY may terminate this Agreement based on:

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

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans,

specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

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

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

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

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

14. **NOTICES:**

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

COUNTY:

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No.: 559-737-4059

Phone No.: 559-624-8000

CONTRACTOR:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

PO BOX 5091

2637 WEST BURREL

VISALIA, CA 93278

Fax No.: 559-733-6610

Phone No. 559-651-0155

(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.

27. CULTURAL COMPETENCE AND DIVERSITY: CONTRACTOR shall comply with the Cultural Competence exhibit, as set forth in **EXHIBIT E** attached.

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

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 6-20-13

By Linda M. Kean
TITLE Assistant Superintendent
Special Services

Approved as to Form
County Counsel

By [Signature]
Deputy (2013901)

Date 06/24/13

Exhibit "A"
Services
Fiscal Year 2013/2014

Contractor: Tulare County Superintendent of Schools
Program: Children at Risk of School Failure – Primary Intervention Program

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the Primary Intervention Program are to:

1. Provide early behavioral interventions and prevent exacerbation of adjustment difficulties to identified at-risk children.
2. Educate parents regarding behavioral problems and effective interventions.
3. Increase school success of identified at-risk children.
4. Help children learn effective coping and interaction skills.
5. Utilize Prevention and Early Intervention (PEI) funds to provide new services or enhance existing services. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work

CONTRACTOR shall:

1. Administer the Primary Intervention Program, including, but not limited to, full staff support and training; implementation and evaluation; and promotion.
2. Utilize an evidence-based program to provide screening and increase protective factors, functioning, and positive outcomes for children with adjustment issues (i.e., inattentiveness, shyness, aggression, acting out, etc.) in grades K-3.
3. Utilize "any means necessary" methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
4. Provide services to unserved and underserved population groups (e.g., African American, Native American, Monolingual Spanish Speaker, Southeast Asian, LGBTQ) in a manner that is easily accessible, thorough, and culturally and linguistically competent.
5. Utilize existing collaborations and community resources to leverage the resources of the Primary Intervention Program.

6. Ensure input from teachers and parents of children receiving services is used to direct the activities of the Primary Intervention Program.

B. Description of Services

1. Access/Location and Hours of Service

CONTRACTOR shall provide services in natural community settings that are easily accessible (e.g., Tulare County elementary school sites and faith-based organizations) during normal school hours.

2. Minimum Staffing Requirements

CONTRACTOR shall provide the level of staffing for the Primary Intervention 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 Practice (EBP) Model

CONTRACTOR shall provide services based on evidence-based practices, to include the Primary Intervention Program (PIP) model (known in Tulare County as the Special Friends program), in combination with several evidence-based evaluation tools.

4. Outreach/Collaboration

- a. CONTRACTOR shall provide outreach to community partners to build awareness of the Primary Intervention Program.
- b. CONTRACTOR shall collaborate with the United Way 2-1-1 Program to promote awareness of the Primary Intervention Program.

5. Training

CONTRACTOR shall provide applicable training and workshops to all staff and community members related to this program.

6. Information Referral Process

CONTRACTOR shall use the Tulare County school system as a point of referral for other needed services. Students identified through screening as having needs beyond the scope of the Primary Intervention Program will be referred to the school site's student study for intervention or to local mental health services, using systems that are currently in place.

7. Recordkeeping

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

8. IT System

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

III. OUTCOME AND EVALUATION

A. Number of individuals to be served

By the end of FY 13/14, CONTRACTOR will screen a minimum of 3,000 children.

B. Objectives to address:

Process objectives:

a. Administrative objectives:

- On a quarterly basis, meet with teachers and parents of children receiving services to review progress, obstacles, needs, and program improvement activities.
- In 3 months after contract starts, develop a mutual relationship with the 211 referral program.

a. Programmatic objectives- In 6 months after contract starts, at least:

- 1500 children will be screened for school-adjustment behaviors in the program.
- 300 children will be served (i.e., receive program intervention).
- 25% of the parents will be engaged in the parent component of the program (i.e., parent-child interaction at home).
- 100% of children identified as high-risk in the initial assessment will be referred to the school psychologists or appropriate services.

2. Outcome objectives:

a. Programmatic objectives- By the end of FY 13/14, at least:

- 600 children will be served in the program.
- 80% of children in the program will show an improvement in school-adjustment behaviors.
- 80% of children in the program will no longer be considered "at-risk".
- 50% of the parents will be engaged in the parent component of the program (i.e., parent-child interaction at home).
- 100% of children remaining in the at-risk category will be linked to the school psychologists, or other appropriate services.

- 100% of children identified as high-risk in the initial assessment will be referred to the school psychologists or appropriate services.
3. Impact objective (CONTRACTOR must collaborate with Tulare County Mental Health in measuring impact objectives):
- a. Administrative objectives- In 3 months after the program ends:
 - There will be an increase in community knowledge regarding early intervention services in rural and isolated communities.
 - There will be a decrease in disparities in the access to mental health early intervention services.
 - There will be a decrease in community stigma related to accessing mental health services.

2. Annual Report

a. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA. Outcome data will be collected per MHSA PEI requirements. CONTRACTOR shall analyze all evaluation data and generate summary reports of findings. Data shall be analyzed for trends at least according to zip code, ethnicity, gender, and school district.

b. CONTRACTOR will provide the Tulare County Department of Mental Health with a copy of the summary report within 60 days of the close of the contract year per MHSA PEI requirements.

c. PEI Coordinator and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.

d. CONTRACTOR shall develop a system for using data to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

V. ADDITIONAL EXPECTATIONS

- A. CONTRACTOR shall submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.
- B. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "A". Budget modification may be waived at COUNTY's discretion.
- C. 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.

- D. 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.
- E. CONTRACTOR may be expected to attend programmatic trainings facilitated by Tulare County Department of Mental Health.
- F. Additional monitoring and reporting may be required to address any emergent issues.

Exhibit "B"
Compensation
Fiscal Year 2013/2014

Contractor: Tulare County Superintendent of Schools
Program: Children at Risk of School Failure – Primary Intervention 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 Primary Intervention 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 \$441,095 for Fiscal Year 2013/2014. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Primary Intervention 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-1"
Cost Report, Reconciliation, and Settlement
Fiscal Year 2013/2014

Contractor: Tulare County Superintendent of Schools
Program: Children at Risk of School Failure – Primary Intervention 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-2"
Budget and Budget Narrative
Fiscal Year 2013/2014

Contractor: Tulare County Superintendent of Schools
Program: Children At Risk of School Failure-k-3 Early Intervention Program

| Expenditures | | | | | | |
|--|--------------|------------------|------------------|------------------|------------------|-----------------------|
| | FTE's | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Annual (Total) |
| PERSONNEL (STAFF) | | | | | | |
| Administrative Staff (by job class) | | | | | | |
| Grant Coordinator | 0.39 | 6,936 | 6,936 | 6,936 | 6,936 | 27,744 |
| Clinical staff (by job class) | | | | | | 0 |
| Support staff (by job class) | | | | | | 0 |
| Benefits (percentage) | | 3,315 | 3,315 | 3,315 | 3,315 | 13,258 |
| TOTAL PERSONNEL (STAFF) | | 10,251 | 10,251 | 10,251 | 10,251 | 41,003 |
| OPERATING EXPENSES | | | | | | |
| Staff Supports (direct services) | | | | | | |
| Mileage (staff vehicle use) | | 200 | 400 | 400 | 400 | 1,400 |
| Vehicles (lease/owned) | | | | | | 0 |
| Vehicle Gas & Maintenance | | | | | | 0 |
| Vehicle insurance | | | | | | 0 |
| Cell phones & plan fees | | | | | | 0 |
| Program Supplies | | | | | | 0 |
| General Office Expense | | | | | | 0 |
| Office / Rent | | | | | | 0 |
| Utilities / Maintenance | | | | | | 0 |
| Computers & software support | | | | | | 0 |
| Copier, fax, printer & printing expenses | | 1,000 | 0 | 1,000 | 0 | 2,000 |
| Postage | | | 100 | 100 | 100 | 300 |
| Phone / Comm. (land lines) | | | | | | 0 |
| Office/Admin supplies | | 95 | 100 | 100 | 0 | 295 |
| Property & Liability Insurance | | 1,140 | 500 | 500 | 0 | 2,140 |
| | | | | | | 0 |
| TOTAL OPERATING EXPENSES | | 2,435 | 1,100 | 2,100 | 500 | 6,135 |
| OTHER OPERATING EXPENSES | | | | | | |
| Prof Services (contracted services) | | | | | | |
| List Separately | | | | | | |
| Mental Health Consultant | | 1,028 | 1,028 | 1,028 | 1,027 | 4,111 |
| School District | | 84,254 | 84,254 | 84,254 | 84,254 | 337,017 |
| | | | | | | 0 |
| | | | | | | 0 |
| Outreach & Engagement | | | | | | 0 |
| Food, clothing, supplies | | | | | | 0 |
| Training & Conferences | | | | | | 0 |
| Course Expense / Fees | | | | | | 0 |
| Travel Expenses | | | | | | 0 |
| Per Diem | | | | | | 0 |
| Staff meetings | | | | | | 0 |
| Site Start-up | | | | | | 0 |
| List Separately | | | | | | |
| | | | | | | 0 |
| Program Oversight and Evaluation | | | | | | |
| Audit expense | | | | | | |
| Corporate Allocation | | | | | | |
| Evaluation expense | | 8,500 | 8,500 | 8,500 | 8,500 | 34,000 |
| | | 4769 | 4678 | 4746 | 4637 | 18,830 |
| Indirect Expense (percent of Personnel) | | 98,551 | 98,460 | 98,528 | 98,418 | 393,957 |
| Total Other Operating Expenses | | | | | | |
| | | 111,237 | 109,811 | 110,879 | 109,169 | 441,095 |
| Total Expenses | | | | | | |

GRANT AWARD

441,095

Exhibit "B-3"
Invoice Template
Fiscal Year 2013/2014

Contractor: Tulare County Superintendent of Schools
Program: Children and Youth in Stressed Families – Primary Intervention Program

TULARE COUNTY MHSA
Fiscal Year 2013/2014 Invoice

| | | | | |
|--|-----------------|---|------------------------|---|
| Invoice Date: | | | | |
| Month costs incurred: | | | | |
| Provider Name: | | | | |
| Mailing Address: | | | | |
| Contact Person: | | | | |
| Phone Number: | | | | |
| Program: | | | | |
| Agreement Number: | | | | |
| Provider Number: | | | | |
| RU: | | | | |
| Make Checks Payable To: | | | | |
| Expenditures | | | | |
| | FTE's | Budget Remaining at Beginning of Month | Month's Expense | Budget Remaining at End of Month |
| PERSONNEL (STAFF) | | | | |
| 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 |
| TOTAL PERSONNEL (STAFF) | 0.00 | 0.00 | 0.00 | 0.00 |
| OPERATING EXPENSES | | | | |
| Staff Supports (direct services) | | | | |
| 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 | | | | |
| General Office Expense | | | | |
| 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 |
| TOTAL OPERATING EXPENSES | | 0.00 | 0.00 | 0.00 |
| OTHER OPERATING EXPENSES | | | | |
| Prof Services (contracted services) | List Separately | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Outreach & Engagement | | | | |
| Food, clothing, supplies | | 0.00 | 0.00 | 0.00 |
| Training & Conferences | | | | |
| Course Expense / Fees | | | | 0.00 |
| Travel Expenses | | | | 0.00 |
| Per Diem | | | | 0.00 |
| Staff meetings | | | | 0.00 |
| Site Start-up | List Separately | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Program Oversight and Evaluation | | | | |
| Audit expense | | | | 0.00 |
| Corporate Allocation | | | | 0.00 |
| Evaluation expense | | | | 0.00 |
| Indirect Expense (percent of Personnel) | | | | 0.00 |
| Total Other Operating Expenses | | 0.00 | 0.00 | 0.00 |
| Total Expenses | | 0.00 | 0.00 | 0.00 |

| | |
|-----------------------|------------------------|
| Authorized Signature: | COUNTY USE ONLY |
| | CHARGE TO: |
| Program/Division | |
| MHSA Approval: | |
| County Approval: | |

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.

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.

EXHIBIT "E"

CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.