

AGREEMENT

THIS AGREEMENT is entered into as of _____, between the **COUNTY OF TULARE**, referred to as **COUNTY**, and **FAMILY SERVICES OF TULARE COUNTY**, a California Corporation, referred to as **CONTRACTOR**, with reference to the following:

A. **COUNTY** wishes to obtain the provision of mental health services in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health, and the 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, 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**. Travel, meals and lodging expenses will be reimbursable up to the rates that follow the County of Tulare Travel Expense Policy.

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:

FAMILY SERVICES OF TULARE COUNTY

815 W. Oak

Visalia, CA 93291

Fax No.: 559-

Phone No.: 559-741-7310

(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

FAMILY SERVICES OF TULARE COUNTY

Date: 06.17.13 By [Signature]
TITLE Executive Director

Date: 6/17/13 By [Signature]
TITLE Fiscal Officer

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

Approved as to Form
County Counsel

By [Signature]
Deputy (2013884)

Date 6/18/13

Exhibit "A"
Services
Fiscal Year 2013/2014

Contractor: Family Services of Tulare County
Program: Children and Youth in Stressed Families – In Home Parent Education Program

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the In Home Parent Education Program (IHPE) are to:

1. Improve parenting knowledge/skills.
2. Improve parent/child bonding.
3. Increase access to prevention and early intervention services for children and families at-risk of child abuse or neglect.
4. Provide short-term, low-intensity support services and linkage to community services to increase resiliency, coping skills, and stabilize and strengthen the family unit.
5. Provide outreach and services to unserved and underserved population groups (e.g., African American, Native American, Monolingual Spanish Speakers, Southeast Asians, LGBTQ) in a manner that is easily accessible, thorough, and culturally and linguistically competent.
6. Utilize 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 Parenting Wisely (PW) and Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) programs, including, but not limited to, full staff support and training; implementation and evaluation; and promotion.
2. Provide oversight in delivering PW and TF-CBT to at-risk children and their families. Program participants for PW will be referred by the child's school, and other sources, yet priority is given to Differential Response (DR) families and Drug-Exposed Infants (DEI).
3. Provide licensed clinicians to deliver the TF-CBT to qualifying children (e.g., children who experience/or have experienced traumatic life-events such as child abuse, home replacement & depression) referred from the PW program.

4. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
5. Utilize existing collaborations and community resources to leverage the resources of the IHPE program.
6. Ensure that input from program participants is used to direct the activities of the IHPE program.
7. Provide services in at least English and Spanish.

B. Description of Services

1. Service Area/Location and Hours of Service

CONTRACTOR shall serve the entire Tulare County in natural community settings that are easily accessible (e.g., local FRCs, community health centers, or the consumer’s home), with special efforts to reach rural areas including the six Family Resource Centers: Cutler-Orosi Education Center; Lindsay Healthy Start; Goshen Family Center; Earlimart Family Resource Center; Woodlake Family Resource Center; and Visalia Family Resource Center.

2. Minimum Staffing Requirements

CONTRACTOR agrees to provide the level of staffing needed for the IHPE program 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 utilize the following related evidenced-based programs in delivering FSIP services:

- a. Parenting Wisely
 - i. CONTRACTOR will train staff, and provide oversight for the Parenting Wisely evidence-based program within the identified FRCs, wherein FRC staff will deliver the Parenting Wisely curriculum to consumers.
- b. Trauma-Focused Cognitive Behavioral Therapy
 - i. CONTRACTOR will expand existing Trauma-Focused Cognitive Behavioral Therapy services to consumers who meet therapeutic intervention criteria as identified through the FRCs.

C. Outreach/Collaboration

- a. CONTRACTOR shall provide outreach to community partners and community members to build awareness of the IHPE program.

- b. CONTRACTOR shall collaborate with the United Way 2-1-1 Referral Program, Tulare County Child Welfare DR Team and Maternal Child, and Adolescent Health DEI Unit to promote awareness of the IHPE program.

1. Training

- a. CONTRACTOR shall provide training and consultation to each of the participating partner/support agencies, including dissemination of best practices and other emerging research information, and shall hold partnership meetings each quarter, to include program improvement planning.
- b. CONTRACTOR SHALL ensure that personnel funded under this program have resources and access to professional training. Training shall include direct workshops or consultations, connection to state and national web-based training, and payment of registration fees for relevant local and regional professional training.
- c. CONTRACTOR shall provide presenters for community workshops organized by participating partner/support agencies and bring additional leveraged resources, when appropriate, to the training component.

2. Recordkeeping

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

3. IT System

All tasks requiring IT linkage and interface shall run through the HIPAA-compliant, firewall-protected network provided by the CONTRACTOR.

III. OUTCOME AND EVALUATION

A. Number of Individuals/Families to be Served

By the end of FY 13/14, at least

- Two-hundred Fifty (250) families will be served through the Parenting Wisely curriculum
- Eighty (80) families will be served through the TF-CBT curriculum.

B. Objectives to be addressed:

1. Process objectives:

a. Administrative objectives:

- On a quarterly basis, meet with community partners, FRCs, and DR and DEI staff to review progress, obstacles, needs, and program improvement activities.

- In 3 months after contract starts, develop a mutual relationship with the 211 referral program, Tulare County Child Welfare DR Team and Maternal Child, and Adolescent Health DEI Unit.
- a. Programmatic objectives- In 6 months after contract starts, at least:
 - 60 families will be served through the Parenting Wisely Program.
 - 30 families will be served through the TF-CBT
- 2. Outcome objectives:
 - a. Programmatic objectives- By the end of FY 13/14, at least:
 - 80% of program participants will successfully complete the program.
 - 80% of participants in PW will show an increase in parenting knowledge/skills through parent knowledge test.
 - 75% of children receiving TF-CBT will experience a decrease in CBC score related to negative qualities/behaviors
 - 75% of children receiving TC-CBT will experience an increase in CBC scores related positive qualities/behaviors
- 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. CONTRACTOR shall collect all demographic, service count, and process/outcome data, and report quarterly to MHSA.

3. Annual Report

a. CONTRACTOR will record the following data for each individual enrolled in the IHPE program in a single electronic file, and submit this data to the PEI Coordinator as requested: consumer initial, gender, date of birth, Parent Knowledge Test values (pre-test, and date), and Parent Knowledge Test values (first post-test, and date). CONTRACTOR will also record the following data for each individual enrolled in the TF-CBT program: consumer initial, gender, date of birth, Child Behavior Checklist values (Pre-test/date and Post-test/date).

b. CONTRACTOR will analyze outcome data in accordance with methods outlined in the established IHPE evaluation plan and generate a summary report of findings.

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

4. PEI Coordinator will have access to this data and will review data and reports generated by CONTRACTOR.

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

IV. 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: Family Services of Tulare County
Program: Children and Youth in Stressed Families – In Home Parent Education 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 In-Home Parent Education 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 \$341,338 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 In-Home Parent Education 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: Family Services of Tulare County

Program: Children and Youth in Stressed Families – In Home Parent Education 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.

Budget Narrative: Exhibit "B-2"

Contractor: Family Services of Tulare County
Program: Children and Youth in Stressed Families – In Home Parent Education Program
Fiscal Year 2013-2014

Personnel:

Administrative: .10 FTE

- *Coordinator* .05 FTE - acts as liaison between HHSA and Subcontractors. Will provide guidance, gather report information and consolidate report narrative to HHSA.
 $\$3,700/\text{mo.} \times 12 \text{ mos.} \times .05 \text{ FTE} = \$2,220$
- *Parent Educator Trainer/Supervisor* .05 FTE - provides oversight, coaching and training to parent educators.
 $\$3,350/\text{mo.} \times 12 \text{ mos.} \times .05 \text{ FTE} = \$2,010$

Clinical Staff: 1.70 FTE

- *Therapists* 1.2 FTE – provides training, consultation, and early therapeutic interventions with an emphasis on Trauma-Focused Cognitive Behavioral Therapy, at Family Resource Center locations for clients identified and referred by FRC staff.
 $\$3,875/\text{mo.} \times 12 \text{ mos.} \times 1 \text{ FTE} = \$46,500$
 $\$5,740/\text{mo} \times 12 \text{ mos.} \times .20 \text{ FTE} = \$13,776$
- *In Home Parent Educator* .50 FTE – uses the Parenting Wisely Curriculum and is certified to provide the Safe Care Curriculum. Will provide selective prevention services to parents referred to the program because of indicators that the children are at risk for early mental health problems. The Parent Educator will be based in the Goshen Family Center and surrounding homes.
 $\$2,622.34/\text{mo.} \times 12 \text{ mos.} \times .50 \text{ FTE} = \$15,734$

Support Staff: .10 FTE

- *Data Entry* 0.10 – Collects, enters and maintains data from all project partners for quarterly reports.
 $\$2,350 \times 12 \text{ mos.} \times 10\% = \$2,820$

Wages **\$83,060**

Benefits:

FICA	7.65%	\$6,354
UI/ETT	1.60%	\$1,329
Workers Comp	.80%	\$ 664
Disability Ins	.045%	\$ 37
Retirement	.69%	\$ 450*
Hlth,Dntl,Vis	5.6%	\$3,625*

Benefits \$12,459

**full time employees only*

TOTAL PERSONNEL \$95,519

Operating Expenses:**Staff Supports – Direct Services**

- Local mileage reimbursed approx. 206.5 miles/mo. x 12 mos. x \$0.565/mile \$1,400
- Cell phone plan @ \$29.99/mo. x 12 mos. \$ 360
- Program Supplies – curriculum materials, assessment sheets \$1,200
\$100/mo. x 12 mos.

General Office Expense

- All expenditures of office rent, maintenance, utilities, janitorial, phones, fax, copier, postage and general desk supplies are calculated monthly based on our Cost Allocation Plan and distributed based upon the labor allocation of the individuals using the building. These costs are calculated at approx. \$121.25/mo. \$4,800 \$1,455
- Computers and software support – share of agency managed IT support to ensure operational, secure, HIPPA compliant computer server & internet usage. \$400/mo. x 12 mos.
- Property & Liability Insurance approx. \$63.33/mo. x 12 mos. \$ 760

TOTAL OPERATING EXPENSES \$9,975

Other Operating Expenses:

• <u>Professional Services</u>	\$225,000
Subcontracts to 5 Family Resource Centers – 5 @ \$45,000 per year Sub-contractors will provide selective prevention services to parents referred to program because of indicators that child(ren) are at risk for early mental health problems.	
• <u>Training & Conferences</u>	\$ 670
Therapist training (TBD) – registration, travel & per diem for 1 training	
• <u>Program Oversight & Evaluation</u>	\$1,100
Audit - % of Audit for based on % of total agency budget applied to total Audit cost. \$17,800 x 6%	
• <u>Indirect Expense</u>	\$ 9,074
Administrative Cost Pool charges at 9.5% of total personnel costs	
TOTAL OTHER EXPENSES	\$235,844

TOTAL 2013-2014 IHPE BUDGET	\$341,338
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Exhibit "B-3"
Invoice Template
Fiscal Year 2013/2014

Contractor: Family Services of Tulare County
Program: Children and Youth in Stressed Families – In Home Parent Education 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 "B-3"
Budget and Budget Narrative
Fiscal Year 2013/2014

Contractor: Family Services of Tulare County
Program: MHSA - IHPE

Expenditures						
	FTE's	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual (Total)
PERSONNEL (STAFF)						
Administrative Staff						
Subcontractor coordinator, reporting	0.05	555	555	555	555	2,220
Parent Educator Supervisor/trainer	0.05	502	502	503	503	2,010
Clinical staff (by job class)						
Therapists	1.20	15,069	15,069	15,069	15,069	60,276
Parent Educator	0.50	3,933	3,933	3,934	3,934	15,734
Support staff						
Data Entry	0.10	705	705	705	705	2,820
Benefits (15%)		3,115	3,115	3,115	3,115	12,459
TOTAL PERSONNEL (STAFF)		23,879	23,879	23,881	23,881	95,519
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		350	350	350	350	1,400
Vehicles (lease/owned)						
Vehicle Gas & Maintenance						
Vehicle insurance						
Cell phones & plan fees		90	90	90	90	360
Program Supplies		300	300	300	300	1,200
General Office Expense						
Office / Rent		120	120	120	120	480
Utilities / Maintenance		60	60	60	60	240
Computers& software support		1200	1200	1200	1200	4,800
Copier, fax, printer & printing expenses		25	25	25	25	100
Postage		60	60	60	60	240
Phone / Comm. (land lines)		60	60	60	60	240
Office/Admin supplies		45	45	35	30	155
Property & Liability Insurance		190	190	190	190	760
TOTAL OPERATING EXPENSES						9,975
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						
Parent Educators (5 Family Resource Centers)		56,250	56,250	56,250	56,250	225,000
@ \$45,000 per year per Resource Center						
Training & Conferences						
Course Expense / Fees		0	300	0	0	300
Travel Expenses		0	250	0	0	250
Per Diem		0	120	0	0	120
Staff meetings						
Program Oversight and Evaluation						
Audit expense		0	0	1,100	0	1,100
Corporate Allocation						
Evaluation expense						
Indirect Expense (9.5% of personnel)		2,268	2,268	2,269	2,269	9,074
Total Other Operating Expenses						235,844
Total Expenses						341,338

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.