

AGREEMENT

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

A. **COUNTY** wishes to 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 **EXHIBIT A**.

3. **PAYMENT FOR SERVICES:** See attached **EXHIBITS B, B-1, B-2, B-3, B-4, and B-5**.

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:
TURNING POINT OF CENTRAL CALIFORNIA, INC.
615 South Atwood Street
Visalia, CA 93277
Fax No.: _____
Phone No.: (559) 627-2046

(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

TURNING POINT OF CENTRAL CALIFORNIA, INC.

Date: _____ By J. J. Fly
TITLE CEO

Date: _____ By [Signature]
TITLE CEO

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

Approved as to Form
County Counsel

By [Signature]
Deputy (20131186)

Date 08/15/13

EXHIBIT "A"
Services
Fiscal Year 2013-2014

Contractor: Turning Point of Central California
Program: Mobile Unit – North Tulare County Program

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. To provide a mobile mental health program for children/youth 0 through 15 years of age, transitional age youth (TAY) 16 to 25 years of age, adults 26 through 59 years of age, and older adults 50 years of age and older with severe mental illness (SMI) and/or severe emotional disturbance (SED), residing in rural un/underserved areas of North Tulare County.
2. To provide an array of wellness and recovery based mental health and supportive services that are easily accessible and culturally competent.
3. To coordinate services with community-based organizations and public agencies targeting unserved and underserved populations in Tulare County to reduce accessibility barriers that occur when individuals have transportation barriers and must navigate multiple agencies, programs, and access-procedures to receive services.
4. To reduce negative outcomes associated with severe and persistent mental illness, including: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.

B. Description of Services and Treatment Methods

1. Services provided by the Mobile Unit are considered one of three categories: General Systems Development, Full Service Partnership, or Outreach and Engagement.
 - a) CONTRACTOR must track services and expenditures within these three categories.

2. General System Development Services (GSD)

a) Assessment/Enrollment

- (1) Upon receipt of a referral (self or otherwise) for mental health services, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.
- (2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the Level of Care Utilization System (LOCUS) or Child Adolescent Level of Care Utilization System (CALOCUS), conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.
- (3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for

each individual in coordination with other agencies that have a shared responsibility for services and/or supports, and the family, when appropriate.

(4) CONTRACTOR will assess eligibility and enrollment based on the Tulare County Mental Health Plan (MHP) mental health service eligibility.

(5) All individuals will be assisted with creating and maintaining a Wellness and Recovery Action Plan (WRAP).

b) GSD Services

c) General Systems Development (GSD) are funds used to improve programs, services, and supports for clients and their families; change service delivery systems; and build transformational programs and systems.

d) The Mobile Unit service delivery was developed in 2006/2007 through the Mental Health Services Act (MHSA) Community Services and Supports (CSS) stakeholder process as a response to provide mental health services in a transformative approach by providing a mental health services in the rural and geographically isolated communities that are traditionally underserved.

e) In addition to the transformative approach of Mobile Unit, CONTRACTOR must provide services in a method that focuses on MHSA principles: consumer- and family-centered care; culturally competent; wellness, recovery and resilience focus; integrated service experience; outreach to the traditionally un/underserved; best practices and evidence-based strategies; and community collaboration.

f) Services must include a broad spectrum of activities including, but not limited to:

(1) Individual, family, and group therapy

(2) Case management

(3) Medication management

(4) Supportive Activities:

(a) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)

(b) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)

(c) Education support (e.g., study groups, college tours, and presentations from educators)

(d) Peer Mentoring (e.g., WRAP)

(e) Socialization (e.g., museum tours, and recreational activities)

g) Services should be developed with a person-centered approach.

(1) Person-centered approach is a highly individualized process designed to respond to the expressed needs/desires of the individual.

(a) Each individual has strengths and the ability to express preferences and to make choices.

(b) The individual's choices and preferences shall always be solicited and considered.

(c) Treatment and supports identified through the process shall be provided in environments that promote maximum independence, community connections, and quality of life.

(d) A person's cultural background shall be recognized and valued in the decision-making process.

3. Full Service Partnership Program

a) Assessment/Enrollment

(1) Upon receipt of a referral for a Full Service Partner (FSP) evaluation, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.

(2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the LOCUS or CALOCUS, conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.

(3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for each individual in coordination with other agencies that have a shared responsibility for services and/or supports, and the family, when appropriate.

(4) CONTRACTOR will submit all required documentation to Tulare County Department of Mental Health – MHSA Analyst for FSP enrollment approval.

b) FSP Services

(1) Each partner (i.e., consumer enrolled in a full service partnership program) will be assigned to a Personal Service Coordinator (PSC) who will act as the single fixed point of responsibility and provide intensive case management and supportive services until the partner is transitioned to a less intensive treatment modality.

(2) Partners will receive, at minimum, three services per week in a setting that aids the partner in service accessibility (e.g., home, school, primary care clinics, family resource center, community agency, in-office, etc.).

(3) Services include a broad spectrum of activities including, but not limited to:

- (a) Individual, family, and group therapy
- (b) Intensive case management
- (c) Medication management
- (d) Supportive Activities:
 - (i) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)
 - (ii) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)
 - (iii) Education support (e.g., study groups, college tours, and presentations from educators)
 - (iv) Peer Mentoring (e.g., WRAP)
 - (v) Socialization (e.g., museum tours, and recreational activities)

(4) Services should be developed with a person-centered approach. Person-centered approach is a highly individualized process designed to respond to the expressed needs/desires of the individual.

- (a) Each individual has strengths and the ability to express preferences and to make choices.
- (b) The individual's choices and preferences shall always be solicited and considered.
- (c) Treatment and supports identified through the process shall be provided in environments that promote maximum independence, community connections, and quality of life.
- (d) A person's cultural background shall be recognized and valued in the decision-making process.

c) Flex Funding

(1) Flex funding is only applicable to partners and can only be used to pay for short-term or one-time goods, supports, services and activities that are not typically funded by other sources (e.g., housing, medical expenses, clothing, food, education, and transportation). See section III.

d) Transition and Discharge

- (1) Transition of partners to less intensive treatment modalities will occur as the partner develops competencies and resources to meet recovery goals without FSP services.
- (2) A partner's progress and level of recommended care (LOCUS/CALOCUS) will be assessed every three months.
- (3) Partners shall be discharged when they meet one or more of the following criteria:

- (a) Partner's refusal of services by the legally responsible adult,
- (b) Partner's or legally responsible adult's unilateral decision to terminate treatment,
- (c) Transfer to another program that has been mutually agreed upon, or
- (d) Mutual agreement that the goals of treatment have been met.

4. Outreach and Engagement Services (O&E)

a) O&E Services

(1) CONTRACTOR will conduct O&E activities that reach out to populations that are currently receiving little or no mental health services. This category is established in recognition of the special activities needed to reach unserved populations.

C. Hillman Pharmacy and Lab Usage

1. The COUNTY is dedicated to providing comprehensive care using a wide range of therapeutic modalities. Among those is COUNTY funding for medication therapy, which the COUNTY must deliver in a manner that manages resources effectively. Pursuant to Tulare County Mental Health Department Policy & Procedure #: 00-22, any individual who is being served by the CONTRACTOR shall not be permitted to use and/or access the Hillman Pharmacy for prescription medication. Policy #: 00-22 is applicable to any individual served by the CONTRACTOR in FSP, GSD, or O&E categories as part of this CONTRACT. Additionally, the CONTRACTOR will not be permitted to use the Tulare County Laboratories for any individual served via this CONTRACT. This is applicable to any individual served by the CONTRACTOR in FSP, GSD, or O&E categories as part of this CONTRACT.

D. Ancillary Transportation

1. The Mobile Unit and all ancillary transportation provided by CONTRACTOR will be equipped with First Aid kits, cell phones, and child safety seats (infants/toddlers). Travel destination logs will be created and maintained, in addition to mileage logs that include dates, times, destinations, and purpose of travel. CONTRACTOR staff can use personal vehicles to transport consumers when necessary at the discretion of the CONTRACTOR. Mileage reimbursement will align with Federal Mileage Reimbursement Rates.

II. POPULATION SERVED

A. Demographics

1. CONTRACTOR shall provide services to at minimum 30 unduplicated FSP and 150 unduplicated GSD children/youth 0 through 15 years of age, transitional age youth (TAY) 16 through 25 years of age, adults 26 through 59 years of age, and older adults age 60 or older. An emphasis must be placed on serving communities that are rural and/or geographically un/underserved in the North Tulare County including, but not limited to: Goshen, Cutler/Orosi, Dinuba,

Traver, Sultana, Ivanhoe, and Woodlake; and on serving individuals who are traditionally unserved or underserved such as individuals from Hispanic, African-American, Asian-American, and Native American communities

B. Full Service Partnership Focal Populations

1. Child/Youth Focal Population (ages 0-15)

- a) Child/youth with serious emotional disturbance (SED) who is at high risk of expulsion from school, is involved with or at high risk of being detained by Child Welfare Services (CWS), and/or has a parent/caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or cooccurring disorders.
- b) Child/youth with SED who has been removed or is at risk of removal from their home by CWS and/or is in transition to a less restrictive placement.
- c) Child/youth with SED who is experiencing the following at school: suspension or expulsion, violent behaviors, drug possession or use, and/or suicidal and/or homicidal ideation.
- d) Child/youth with SED who is involved with Probation, is on psychotropic medication, and is transitioning back into a less structured home/community setting.

(1) A child/youth is considered seriously emotionally disturbed (SED) if he/she exhibits one or more of the following characteristics, over a long period of time and to a marked degree, which adversely affects his/her functioning:

- (a) An inability to learn which cannot be explained by intellectual, sensory, or health factors;
- (b) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- (c) Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations;
- (d) A general pervasive mood of unhappiness or depression;
- (e) A tendency to develop physical symptoms or fears associated with personal or school problems.

2. Transition-age Youth (TAY) Focal Population (ages 16-25)

a) A transition-age youth must have a serious emotional disturbance (SED) or a severe and persistent mental illness (SPMI) and meet one or more of the following criteria:

- (1) Homeless or currently at risk of homelessness.
- (2) Youth aging out of:
 - (a) Child mental health system
 - (b) Child welfare system
 - (c) Juvenile justice system
- (3) Youth leaving long-term institutional care:
 - (a) Level 12-14 group homes

- (b) Community Treatment Facilities (CTF)
- (c) Institutes for Mental Disease (IMD)
- (d) State Hospitals
- (e) Probation camps
- (4) Youth experiencing first psychotic break.
- (5) Co-occurring substance abuse issues are assumed to cross-cut along the entire TAY focal population described above.
- b) For transition-age youth, severe and persistent mental illness (SPMI) may include significant functional impairment in one or more major areas of functioning, (e.g., interpersonal relations, emotional, vocational, educational or self-care) for at least six (6) months due to a major mental illness. The individual's functioning is clearly below that which had been achieved before the onset of symptoms. If the disturbance begins in childhood or adolescence, however, there may be a failure to achieve the level of functioning that would have been expected for the individual rather than deterioration in functioning.

1. Adult Focal Population (ages 26-59)

a) To be considered for enrollment, prospective FSP partners must have a current Axis I DSM-IV diagnosis of a major psychiatric disorder *and* demonstrate a need for an intensive FSP program by virtue of their history and current level of functioning. Prospective FSP partners must also meet *one or more* of the following criteria:

(1) Homeless – must have been homeless a total of 120 days during the last 12 months.

(2) Jail – must have been incarcerated on two (2) or more separate occasions that total at least 30 days during the last 12 months and must have a documented history of mental illness prior to incarceration.

(3) Acute/Long Term Psychiatric Facilities:

(a) Institutions of Mental Disease (IMD) – must have been admitted to an IMD for a minimum of 6 months during the last 12 months.

(b) State Hospital – must have been admitted to a State Hospital for a minimum of 6 months during the last 12 months.

(c) Psychiatric Emergency Services (PES) – must have at least 10 episodes of emergent care in the past 12 months.

(d) Urgent Care Center (UCC) – Consumer must have at least 10 episodes of urgent care in the past 12 months.

(e) County Hospital – must have been hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

(f) Fee For Service Hospital (FFS) – must have been hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

(4) Family Dependent –must have at least one (1) year living with family with minimal contact with the mental health system and would be at risk of institutionalization without the family's care.

2. Older Adult Focal Population (ages 60+)

a) To be considered for enrollment, prospective FSP partners must have a current Axis I DSM-IV diagnosis of a major psychiatric disorder *and* demonstrate a need for an intensive FSP program by virtue of their history and current level of functioning. A minimum of 30% of enrolled FSP consumers must also meet *one or more* of the following criteria:

(1) Homelessness – was homeless a total of 120 days during the last 12 months.

(2) Incarceration – was incarcerated on two (2) or more separate occasions that total at least 30 days during the last 12 months and must have documented history of mental illness prior to incarceration.

(3) Hospitalizations – was hospitalized two (2) or more times totaling at least 28 days of acute psychiatric hospitalizations in the past 12 months.

b) Additional priority populations include:

(1) Imminent risk of homelessness, (e.g., at risk of eviction due to code violations), or;

(2) Risk of going to jail, (e.g., multiple interactions with law enforcement over 6 months or more), or;

(3) Imminent risk for placement in a Skilled Nursing Facility (SNF) or nursing home, or being released from SNF or nursing home, and without intensive services would not be able to be maintained/released into the community, or;

(4) Presence of a co-occurring disorder, (e.g., substance abuse, developmental, medical and/or cognitive disorder), or;

(5) Recurrent history or serious risk of abuse or self-neglect, including individuals who are typically isolated, (e.g., APS referred consumers), or;

(6) Serious risk of suicide (not imminent), or;

(7) Current consumers who are aging up in the system, (e.g., consumers who have suffered from severe mental disorders in earlier years who are now becoming senior citizens).

C. General System Development Focal Populations

1. A child/youth or transition-age youth who has a serious emotional disturbance (SED) or a severe and persistent mental illness (SPMI), and does not meet eligibility criteria for a FSP program

III. FUNDING TYPES

MHSA Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership (FSP), General System Development (GSD), and Outreach and

Engagement (OE). Time studies performed by service providers will be utilized to allocate funding. Allowable activities for each funding category are below.

A. FSP Funding (including flex funding)

1. Shall be used to provide a full spectrum of mental health services and community supports to partners (i.e., consumers enrolled in an FSP program) exclusively.

2. Flex funding will be used to support the partner for 'whatever it takes' to achieve optimal outcomes, and must be clearly linked to a goal/strategy in the care plan. The use of funds is not an entitlement.

a) Eligibility

(1) Partners of all ages, ethnicities, cultures and conditions who are actively enrolled in an FSP program, and who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible to receive flex funding.

(2) Partners currently receiving government assistance and/or other income are only eligible to utilize flex funding after it has been clearly established that there are insufficient funds available for their housing, personal/community integration, vocational and other expenses.

(3) Flex funding is to be used for the consumer and not the family.

(4) Flex funds are a temporary support, not to be used for recurring expenses.

b) Uses

(1) Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.

(2) Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the partner or family member does not have insurance to pay for such care.

(3) Excluded purchases include: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, costs for staff to accompany consumers on outings (e.g., sporting events, concerts, amusement parks, etc.), incentives, covering Medi-Cal Share of Cost, prescription medication otherwise available through Indigent medication or prescription assistance programs, Service Extenders, or vehicles for programs.

(4) Every attempt should be made to purchase items as economically as possible.

(5) Items purchased with flex funds become the property of the consumer and the consumer is **not** obligated to return the property upon leaving the program.

(6) If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.

c) Reimbursement

(1) CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Reimbursement Claim Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.

(2) Failure to submit claims on a regular basis impedes the efficiency of the reimbursement process significantly. Claims that are not submitted in a timely manner each month may be subject to delays in review and payment.

(3) After the reimbursement claim for a month has been submitted, any additional expense claims for a month shall be submitted on a separate reimbursement claim form.

(4) CONTRACTOR is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.

(5) CONTRACTOR shall report any reimbursement received on the Flexible Funding Expense Reimbursement Claim Form for the month in which the reimbursement occurred.

B. General Systems Development Funding

1. Shall be used to provide services for non-FSP consumers.
2. Use of flex funding is prohibited.

C. Outreach and Engagement Funding

1. Shall be used for activities that reach out to populations that are currently receiving little or no mental health services.

IV. PROGRAM PERFORMANCE STANDARDS

A. Active Caseload

1. A Personal Service Coordinator (PSC) will have an active FSP caseload of no more than 15 partners at any given time.

B. Service Goals

1. CONTRACTOR will serve a minimum of 30 unduplicated partners, provide GSD services to a minimum of 150 unduplicated consumers, and provide outreach and engagement (OE) services to un/underserved populations as needed.

C. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations.
2. Services will be delivered within the standards of care of the HHSA Mental Health Services Branch and the State Department of Mental Health.
3. CONTRACTOR will employ the strategies and guidelines listed throughout this Scope of Work when delivering services through the Mobile Unit.

D. Emergency and Crisis Procedures

1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
2. CONTRACTOR will utilize an on-call system to ensure availability and responsiveness for urgent case management services. A trained clinical program

staff person will be scheduled in advance for every day of the week for after-hours coverage. The on-call staff person will receive a stipend or on-call fee for each after-hours shift covered. The staff person will be required to carry the on-call cell phone and respond to those calls within the catchment area in a reasonable amount of time. After-hours crisis coverage will be provided by on-call personnel utilizing the on-call/call back system. CONTRACTOR will ensure that Full Service Partnership consumers will have access to 24/7 crisis coverage Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620.

V. REPORTING STANDARDS

- A. CONTRACTOR will enter all service information in The Tulare County HHSA Management Information System (CMHC), and when deemed live by Tulare County Department of Mental Health, CONTRACTOR will properly convert to entering information into the Avatar Electronic Health Record in accordance with County procedures.
- B. CONTRACTOR will complete all reports for partners enrolled in a FSP program, in the Data Collection and Reporting System (DCR) to include: Partnership Assessment Form (PAF), Key Event Tracking Form (KET) and Quarterly Assessment (3M.).
- C. CONTRACTOR will record demographic and service data as stipulated by COUNTY, including service location, for all consumers served, and submit a monthly QIC and narrative report to the COUNTY.
- D. CONTRACTOR's services will result in the improvement of eight negative outcomes associated with severe and persistent mental illness: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.
- E. CONTRACTOR will record, assess, and provide an annual outcomes report on all eight of these indicators by using pre, during, and post client assessments for all consumers and submit data to the COUNTY no later than 60 days after the close of the fiscal year.
- F. Data entered in the CMHC system, DCR system, monthly demographic reports, and outcome reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- G. CONTRACTOR shall submit a signed monthly invoice and payroll report within the close of the month after the reported period.
- H. 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.
- I. CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Reimbursement Claim Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.
- J. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year
- K. A suitable representative of CONTRACTOR shall attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

VI. LOCATION AND HOURS OF OPERATION

- A. The locations, duration of time spent at each location, weekly schedule, and docking site location will be determined by CONTRACTOR and reviewed by Tulare County Mental Health in order to maximize consumer utilization of the Mobile Unit.
- B. CONTRACTOR is to station the Mobile Unit in un/underserved areas of North Tulare County during times and at locations most accessible to the target population, with an emphasis to locate the Mobile Unit with natural community settings such as Family Resource Centers.
- C. CONTRACTOR will collaborate with entities at scheduled locations to ensure that in the event that the Mobile Unit is not available, services can continue to be provided consistent with the schedule by using allocated space in natural community settings (e.g., family resource centers) with permission from the entity providing space.
- D. Group services shall be provided in a location easily accessible to the target population and in a natural community setting (e.g., family resource centers) with permission from the entity providing space.
- E. FSP services will be provided 24/7 (via after hours phone coverage).

VII. STAFFING

A. Minimum Staffing Requirements

- 1. CONTRACTOR agrees to provide the level of staffing for the Mobile Unit Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3" Budget Narrative.
- 2. Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII, and Medi-Cal regulations where applicable or at such higher levels as necessary for some programs. CONTRACTOR will provide services using a Team concept as described by the Assertive Community Treatment (ACT) model.
- 3. CONTRACTOR will ensure that staff providing clinical supervision meet community practice standards, codes of ethics as set forth by their professional designation, and standards and regulations of the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, and the California Board of Vocational Nursing & Psychiatric Technicians.
- 4. CONTRACTOR will ensure that PSCs have access to the DCR system, are provided with a DCR user manual, and have received at least an hour of training on entering data into the DCR system.
- 5. CONTRACTOR will employ at minimum two part-time Peer Specialists to provide supportive services including, but not limited to: support groups, Wellness and Recovery Action Planning (WRAP), and life skills training. Peer Specialists will attend weekly supervision meetings, and will complete Applied Suicide Intervention Skills Training (ASIST), Mental Health First Aid (MHFA), and WRAP certification within 90 days of hire.
- 6. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency as well as ASIST, MHFA, and WRAP within 90 days of hire or the commencement of this contract. CONTRACTOR will also enable staff to attend trainings on cultural competency

performed by COUNTY and in coordination with the COUNTY's Cultural Competency Coordinator.

B. Additional Staffing Requirements

1. In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess the following skills:

- a) Knowledge of psychosocial rehabilitation principles; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment
- b) Understanding of traditional healing practices within the cultural context of the population served
- c) Capability of addressing the diverse consumers' levels of acculturation and biculturalism
- d) Capability of language, cultural competency, and knowledge of multicultural experience
- e) Knowledge of the local community resources available to consumers, and ability to coordinate services with local health care and mental health providers in the community
- f) Knowledge of family systems theory and practice
- g) Knowledge of mental health issues and issues unique to each of the age groups (youth, transitional age youth, adult, and older adult)
- h) Ability to conduct culturally proficient assessments including the identification of high-risk indicators unique to each of the age groups (children/youth, transitional age youth, adult, and older adult)

VIII. COLLABORATION

A. CONTRACTOR will collaborate with the 211 program to update program services and contact information as often as needed.

B. CONTRACTOR will inform MHSA Transition and Linkages staff of the outcome of all referrals made to Mobile Unit program within 10 business days of referral receipt (e.g., appointment was attended, rescheduled or missed).

Exhibit "B"
Compensation
Fiscal Year 2013/2014

Contractor: Turning Point of Central California, Inc.
Program: Mobile Unit – North Tulare County Program

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost 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 at CONTRACTOR clinic during a non-authorized period (e.g., after a Service Block has expired) or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A", no shows, or for services provided to ineligible individuals.

No Uniform Methods of Determining Ability to Pay (UMDAP) UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- 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 One Stop Center – North Tulare County program.
- d. It is COUNTY's expectation that required reports or notes will be submitted within thirty (30) days of the end of each month. CONTRACTOR may not be paid if required reports or notes are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of submission by CONTRACTOR of all required documentation and in accordance with the COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORIES

The total contract amount for FY 2013/2014 is \$850,000.

- a. Mental Health Services Act
 - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$526,096. CONTRACTOR understands and agrees that COUNTY may not make payments to CONTRACTOR above the Mental Health Services Act One Stop Center – North Tulare County program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.
- b. Medi-Cal
 - o Revenue generated by CONTRACTOR through primarily Medi-Cal clients is estimated at \$161,952 Federal Financial Participation and \$161,952 local match (MHSA funds) for a total of \$323,904. COUNTY shall not be obligated to pay the difference between the estimated amount above and the actual amount generated. If additional revenues above the estimated amount are generated, COUNTY and CONTRACTORS shall meet to discuss possible amendments to this agreement.

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 ten days after the end of the month in which those expenditures were incurred.
 - o The MediCal billing report shall be submitted by the last day of the month following the billing month, and shall be based on actual approved Medi Cal claims.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4".
- c. Claims for Medi-Cal Federal Financial Participation (FFP) shall be based on units of service provided by CONTRACTOR at the Statewide Maximum Allowance (SMA) rate, as detailed in Exhibit "B-1".

Exhibit "B-1"
Interim Rate Schedule
Fiscal Year 2013/2014

County of Tulare County
Mental Health Agreement

Service Function	Mode of Service Code	Service Function Code	Time Basis	Short-Doyle/Medical Rates*
OUTPATIENT SERVICES	15			
Case Management		01-09	Staff Minute	\$2.02
Mental Health Services - Collateral		10-19	Staff Minute	\$2.61
Mental Health Services		30-57, 59	Staff Minute	\$2.61
Medication Support		60-69	Staff Minute	\$4.82
Crisis Intervention		70-79	Staff Minute	\$3.88

*Note: Tulare County is using Fiscal Year 2012-2013 Short Doyle Medical rates until the Fiscal Year 2013-2014 rate schedule has been finalized. Contract amendments may be necessary to reflect any updated rates.

Exhibit "B-2"
Cost Report, Reconciliation, and Settlement
Fiscal Year 2013/2014

Contractor: Turning Point of Central California, Inc.
Program: Mobile Unit – North Tulare County Program

A. ANNUAL COST REPORT / RECONCILIATION

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 HHS Director of Mental Health, Deputy Director of Clinical Services, or 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.

B. RECONCILIATION/INTERIM RATE ADJUSTMENT

COUNTY will reconcile the Annual Cost Report, and settlement will be based upon cost or Standard Maximum Allowance (SMA) rates, whichever is lower. Program cost in excess of SMA rates shall be paid from MHS funds. If the Annual Cost Report is submitted late, CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until Annual Cost Report is submitted.

C. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

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

D. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSEMENT

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

Exhibit "B-3"
Budget & Budget Narrative
Fiscal Year 2013/2014

Contractor: Turning Point of Central California, Inc.
Program: North County Mobile Unit

	No. of FTE's	Q 1	Q 2	Q 3	Q 4	Annual
PERSONNEL (staff)						
Administrative Staff						
Clinical Staff						
Program Director	0.33	\$ 6,340.51	\$ 6,340.51	\$ 6,340.51	\$ 6,340.51	\$ 25,362.03
Program Clinical Supervisor	0.33	\$ 6,691.27	\$ 6,691.27	\$ 6,691.27	\$ 6,691.27	\$ 26,765.09
Unlicensed Staff	1.0	\$ 14,544.15	\$ 14,544.15	\$ 14,544.15	\$ 14,544.15	\$ 58,176.61
Family/Personal Service Coordinators	2.5	\$ 28,194.13	\$ 28,194.13	\$ 28,194.13	\$ 28,194.13	\$ 112,776.51
Peer Counselors	1.0	\$ 6,188.30	\$ 6,188.30	\$ 6,188.30	\$ 6,188.30	\$ 24,753.18
Other Clinician/Nurse	1.0	\$ 12,767.15	\$ 12,767.15	\$ 12,767.15	\$ 12,767.15	\$ 51,068.61
Support Staff						
Driver	1.0	\$ 8,641.14	\$ 8,641.14	\$ 8,641.14	\$ 8,641.14	\$ 34,564.54
Records Technician	1.2	\$ 10,367.86	\$ 10,367.86	\$ 10,367.86	\$ 10,367.86	\$ 41,471.43
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Benefits (36%)		\$ 33,748.86	\$ 33,748.86	\$ 33,748.86	\$ 33,748.86	\$ 134,995.42
		\$ -	\$ -	\$ -	\$ -	\$ -
PERSONNEL TOTAL	8.31	\$ 127,483.36	\$ 127,483.36	\$ 127,483.36	\$ 127,483.36	\$ 509,933.42
OPERATING EXPENSES						
Mobile Unit						
Gas		\$ 2,175.00	\$ 2,175.00	\$ 2,175.00	\$ 2,175.00	\$ 8,700.00
Maintenance		\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 1,500.00
Repairs		\$ 1,212.50	\$ 1,212.50	\$ 1,212.50	\$ 1,212.50	\$ 4,850.00
Insurance		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
Staff Supports (direct services)						
Mileage (staff vehicle use)		\$ 1,125.00	\$ 1,125.00	\$ 1,125.00	\$ 1,125.00	\$ 4,500.00
Cars (lease/owned & gas)		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Vehicle Maintenance		\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 2,800.00
Car insurance		\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 3,500.00
Cell phones & plan fees		\$ -	\$ -	\$ -	\$ -	\$ -
General Office Expense						
Office / Rent		\$ 5,205.00	\$ 5,205.00	\$ 5,205.00	\$ 5,205.00	\$ 20,820.00
Computers, software, supplies		\$ 945.00	\$ 945.00	\$ 945.00	\$ 945.00	\$ 3,780.00
Copier, fax, printer expenses		\$ 1,651.88	\$ 1,651.88	\$ 1,651.88	\$ 1,651.88	\$ 6,607.50
Postage		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00
Janitorial/Housekeeping		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,000.00
Phone / comm. (land lines)		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00
Utilities / Maintenance		\$ 1,982.50	\$ 1,982.50	\$ 1,982.50	\$ 1,982.50	\$ 7,930.00
Office/Admin supplies		\$ 787.50	\$ 787.50	\$ 787.50	\$ 787.50	\$ 3,150.00
Program Supplies		\$ 862.50	\$ 862.50	\$ 862.50	\$ 862.50	\$ 3,450.00
Fees/Insurance		\$ 343.16	\$ 343.16	\$ 343.16	\$ 343.16	\$ 1,372.62
Flex Funding						
Medical / Medications		\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 13,000.00
TOTAL OPERATING EXPENSES		\$ 25,040.03	\$ 25,040.03	\$ 25,040.03	\$ 25,040.03	\$ 100,160.12

Exhibit "B-3"
Budget & Budget Narrative
Fiscal Year 2013/2014

Contractor: Turning Point of Central California, Inc.
Program: North County Mobile Unit

	No. of FTE's	Q 1	Q 2	Q 3	Q 4	Annual
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						
AOD Treatment	\$	-	\$ -	\$ -	\$ -	\$ -
Healthcare Providers	\$	-	\$ -	\$ -	\$ -	\$ -
Psychology Support-PRN	\$	-	\$ -	\$ -	\$ -	\$ -
Psychiatry Support	<u>8_Hr</u> s./Wk.	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 36,000.00
Training & Conferences						
Course Expense / Fees	\$	200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 800.00
Travel Expenses	\$	-	\$ -	\$ -	\$ -	\$ -
Per Diem	\$	75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 300.00
Staff Meetings	\$	50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00
Program Oversight and Evaluation						
Audit expense	\$	205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 820.00
Corporate Allocation	\$	26,096.50	\$ 26,096.50	\$ 26,096.50	\$ 26,096.50	\$ 104,386.00
Indirect Expense (15%)	\$	-	\$ -	\$ -	\$ -	\$ -
Wellness Recovery Activities						
Community Building Activities	\$	250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,000.00
Group Supplies	\$	-	\$ -	\$ -	\$ -	\$ -
Computers/Printing	\$	-	\$ -	\$ -	\$ -	\$ -
WRAP Materials	\$	-	\$ -	\$ -	\$ -	\$ -
FSP Flex Funding						
Housing & Utilities	\$	10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00
Apartment Maintenance & Repair	\$	-	\$ -	\$ -	\$ -	\$ -
Education / Jobs training	\$	500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
Clothing / Food	\$	675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 2,700.00
Client Transportation	\$	425.12	\$ 425.12	\$ 425.12	\$ 425.12	\$ 1,700.46
Other Expenses						
GSD Support						
Psychiatry	\$	9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 36,000.00
Equipment lease,maintenance	\$	-	\$ -	\$ -	\$ -	\$ -
Satellite/Line Fees	\$	-	\$ -	\$ -	\$ -	\$ -
Translation Service	\$	-	\$ -	\$ -	\$ -	\$ -
Medical/Medications	\$	3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 13,000.00
Outreach & Engagement						
Food, clothing, supplies	\$	250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,000.00
TOTAL OTHER OPERATING EXPENSES	\$	59,976.62	\$ 59,976.62	\$ 59,976.62	\$ 59,976.62	\$ 239,906.46
TOTAL EXPENSES	\$	212,500.00	\$ 212,500.00	\$ 212,500.00	\$ 212,500.00	\$ 850,000.00

BUDGET NARRATIVE
TURNING POINT OF CENTRAL CALIFORNIA, INC.
BUDGET NARRATIVE – MENTAL HEALTH SERVICES
North County Mobile Unit

Ongoing Program Costs are outlined on the Budget Sheets and summarized below:

SALARIES, BENEFITS AND EMPLOYER COSTS

Personnel / Salaries: Staff will provide direct services as well as provide for the administrative, management, and ancillary support services needed to serve the program. Staff will be available for crisis intervention services 24 hours per day, seven days per week and incorporated into the overall staffing pattern. The LVN will administer medications and provide general health evaluation within the scope of his/her license and make referrals when necessary. A Records Technician will provide reception and/or intake support as well as client chart maintenance. Additional administrative support may be provided as needed on an intermittent basis. Personal Services Coordinators will provide case management supports. Outreach services will be provided by personnel who have received training in working with this population. Direct services provided by unlicensed Mental Health Professionals will be supervised by the Program Clinical Supervisor which is a licensed position. The Program Director manages the program through evaluation of systems delivery, client satisfaction and financial performance. Information for the full time equivalent (FTE) for these positions are on reflected the budget submitted.

Payroll Taxes& Benefits: FICA and SUI are mandatory business requirements and calculated based on governmentally established formulas. Worker's Compensation Insurance is provided by private underwriting and is based on Turning Point's experience modification to standard job class rates for the types of employees at the program. Retirement Costs are based on a percentage of payroll that varies with the longevity of employment services of the each current employee's service. Health and Dental Insurance costs are based on projections of premiums to be paid for the current employees and new staffing pattern. The financial ramifications of the Affordable Care Act have been estimated and are reflected on the budget sheet.

OPERATING EXPENSES

Mobile Unit: This category includes all expenses associated with the RV Mobile Unit itself.

- Gas will be charged directly from the fuel card assigned to unit.
- Maintenance and Repairs will be expensed to these lines as a result of direct work performed.
- Insurance is identified by the VIN and expensed directly to this line from the premium documents.

Staff Supports: This category includes costs associated with direct services in the following sub-categories:

- **Staff Mileage:** This account will be used for the reimbursement of Agency staff for the use of personal vehicles used in performance of Agency business at the current IRS rate.

- **Vehicles and Fuel:** Turning Point has dedicated company owned vehicles for use in outreach as well as facilitating clients attendance at medical and/or relevant appointments.
- **Vehicle Maintenance and Insurance** are budgeted to support the use of this vehicle.

General Office Expense: This category includes costs associated with the administration of the program as well as providing workspace for direct services to be delivered.

- **Office Rent:** Turning Point has a lease on the space located at 209No. Court Street in Visalia that affords adequate space for general administrative duties and records retention. This is a three year lease and will remain in effect for the duration of the contract.
- **Computers, Software, Supplies:** In addition to the Comprehensive Managed Health Care (CMHC) billing/service system, Turning Point is using Credible, an electronic charting system for the clients receiving direct services at the North County One-Stop. The costs associated with this are budgeted on projections determined by our in-house IT department.
- **Copier, fax, printer:** Cost for both equipment and any necessary outside services for printed material are estimated on prior years' averages.
- **Postage:** This is estimated on prior years' averages. Electronic means of document delivery is utilized to keep postage costs down.
- **Janitorial/Housekeeping:** Items must be purchased for general upkeep and cleanliness of the location and are expensed in this account. The cost for janitorial service is expensed in Building Maintenance below.
- **Phone/Communication (land lines):** Communications includes landlines and internet connection. DSL (Digital Subscriber line) is used at each site to assist with access to internet connection.
- **Utilities/Maintenance:** This account will be charged for the costs of utility services, including but not limited to: water, gas, electricity, trash pickup, and sewer. Costs for janitorial service, pest control and exterior landscaping maintenance will be expensed in this account as well. Budget estimates are based on prior years' trend.
- **Office/Admin Supplies:** This is for the purchase of consumable items normally used in an office setting. Such items include but are not limited to, paper clips, paper, pens and pencils, staples & staplers, computer supplies, and other items normally used in an office setting.
- **Program Supplies:** Supplies that are directly related to program support such as consumable items normally used by clients or to directly benefit clients in the performance of program objectives. Such items include but are not limited to video tapes, preprinted casework forms, some computer software, research material and other items that are specifically designed and used to accomplish program goals.
- **Fees, Insurance:** Liability insurance is calculated by our broker according to program plan parameters. The annual insurance premium paid is allocated to this program and is expensed monthly by the program. Turning Point provides for the cost to maintain clinical licenses for licensed staff in this program.
- **Staff Meetings:** Refreshments are often provided at staff meetings and are a nominal expense to the program.

Flex Funding

- **Medical/Medications:** Our program plan provides for the cost of medications and medical office visits/evaluations for enrolled clients who have not accessed the public funding sources available to them. Expenses for medically related costs for those clients who are indigent will also be shown in this category.

Professional Services (contracted services)

- Turning Point has active contracts with a number of psychiatrists who are available to provide direct psychiatric services. The cost to provide a minimum of 8 hours per week on average is budgeted on this line.
- With the ready availability of our contracted psychiatrist, we will not be using telepsychiatry.
- We employ multi-lingual staff therefore we are not budgeting for interpretation services.
- After hours services are coordinated with Tulare County Crisis Team and Turning Point Mental Health Professional will triage immediate service to be provided.

Training & Conferences

- **Course Expenses/Fees:** We anticipate that some staff will be attending The Village workshop in Long Beach as well as other relevant trainings focusing on this unique population.
- **Staff Per Diem:** Every effort will be made to access training opportunities that do not incur any per diem expenses, however, that will most likely not always be the case. Turning Point has a per diem schedule in place to keep costs down.

Program Oversight & Evaluation

- **Audit Expense:** This account will be charged for the allocated cost of audit expenses related to Agency business.
- **Corporate Allocation:** Various functions that occur as part of the overall operations of Turning Point are allocated to the individual programs in a manner consistent with Generally Accepted Accounting Principles (GAAP). Costs associated with corporate and regional operations are allocated based on direct labor distribution throughout the Turning Point Agency. These functions include but are not limited to general oversight and planning by senior management, accounting and financial management, human resources and information technology. Medi-Cal billing oversight, quality assurance and utilization review functions are also included in this expense line. The corporate allocation for this budget proposal is 14% of personnel and operating expenses.

FSP Expenses

- **Community Building Activities:** Supplies and other costs associated with activities promoting health and wellness will be expensed in this account.
- **Housing, Utilities and Apartment Maintenance:** It is our intention to assist eligible clients with securing low cost housing through access of community resources however we are budgeting funds in these categories to best position the program in financial assistance as needed while other means of payment are secured.
- **Education/Jobs:** Expenses for the cost of direct client educational or vocational materials will be expensed to this account.
- **Clothing/Food:** It is expected that a certain number of clients will need assistance for clothing suitable for job search efforts as well as limited food items on an intermittent basis.
- **Travel (Client Transportation):** The cost to a client for public transportation to access services at this location will be reimbursed and on occasion bus passes will be secured when appropriate.

Outreach & Engagement

- **Food, Clothing, Supplies:** Expenses associated with outreach and engagement are anticipated in meeting a person's immediate needs for food, clothing or hygiene supplies. These expenses will be reflected in this account line.

Turning Point of Central California has operated in Tulare County for over 35 years providing mental health services for a majority of this time span. This agency has extensive experience in working

within the Medi-Cal and MESA funding framework to afford Tulare County an optimal position in accessing state and federal funds.

Exhibit "B4"
INVOICE TEMPLATE

TULARE COUNTY MHSA
Fiscal Year 2013/2014 Invoice

Invoice Date:		Service Period:	
Provider Name:		Program:	
Mailing Address:		Contact Person:	
Agreement Number:		Phone Number:	
Provider Number:		Make Checks Payable To:	

	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Number of FSP Served				
Number of GSD Served				

PERSONNEL				
Staff				
Administrative Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Clinical Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Support Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Benefits (___ %)		\$ -	\$ -	\$ -

PERSONNEL TOTAL		\$ -	\$ -	\$ -
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OPERATING EXPENSES				
Mobile Unit				
Gas		\$ -	\$ -	\$ -
Maintenance		\$ -	\$ -	\$ -
Repairs		\$ -	\$ -	\$ -
Insurance		\$ -	\$ -	\$ -
Staff Supports (direct services)				
Mileage (staff vehicle use)		\$ -	\$ -	\$ -
Cars (lease/owned & gas)		\$ -	\$ -	\$ -
Vehicle Maintenance		\$ -	\$ -	\$ -
Car insurance		\$ -	\$ -	\$ -
Cell phones & plan fees		\$ -	\$ -	\$ -
General Office Expense				
Office / Rent		\$ -	\$ -	\$ -
Computers, software, supplies		\$ -	\$ -	\$ -
Copier, fax, printer expenses		\$ -	\$ -	\$ -
Postage		\$ -	\$ -	\$ -
Janitorial/Housekeeping		\$ -	\$ -	\$ -
phone / comm. (land lines)		\$ -	\$ -	\$ -
Utilities / Maintenance		\$ -	\$ -	\$ -
Office/Admin supplies		\$ -	\$ -	\$ -
Program Supplies		\$ -	\$ -	\$ -
Liability Insurance		\$ -	\$ -	\$ -
Flex Funding				
Medical / Medications		\$ -	\$ -	\$ -

OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
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OTHER OPERATING EXPENSES				
Prof Services (contracted services)				
AOD Treatment		\$ -	\$ -	\$ -

Exhibit "B4"
INVOICE TEMPLATE

Healthcare Providers		\$ -	\$ -	\$ -
Interpreter		\$ -	\$ -	\$ -
Psychiatry Support	Hrs./Wk.	\$ -	\$ -	\$ -
Other:		\$ -	\$ -	\$ -
Training & Conferences				
Course Expense / Fees		\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -
Per Diem		\$ -	\$ -	\$ -
Staff meetings		\$ -	\$ -	\$ -
Program Oversight and Evaluation				
Audit expense		\$ -	\$ -	\$ -
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense (_____ %)		\$ -	\$ -	\$ -
Wellness and Recovery Activities				
Group Supplies		\$ -	\$ -	\$ -
Field Trips, Social Activities		\$ -	\$ -	\$ -
Computers/Printing		\$ -	\$ -	\$ -
WRAP Materials		\$ -	\$ -	\$ -
FSP Flex Funding				
Housing		\$ -	\$ -	\$ -
Education / Jobs training		\$ -	\$ -	\$ -
Clothing / Food		\$ -	\$ -	\$ -
Transportation Assistance		\$ -	\$ -	\$ -
Other Expenses		\$ -	\$ -	\$ -
Telepsychiatry				
Equipment lease, maintenance		\$ -	\$ -	\$ -
Satellite / Line fees		\$ -	\$ -	\$ -
Translation service		\$ -	\$ -	\$ -
Outreach & Engagement				
Food, clothing, supplies		\$ -	\$ -	\$ -
Occupancy Pool		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ -	\$ -

Authorized Signature:	
Program/Division	
MHSA Approval:	
County Approval:	

EXHIBIT B-5
Electronic Health Records Software Charges
Fiscal Year 2013-2014

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$480.00
Infoscriber Medication Management Prescriber yearly per user fee	\$804.00
Non-Prescriber yearly per user fee	\$156.00

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula: $[\text{Total Maintenance Amount} \div \text{Total Number of Users}]$

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the contractor.

EXHIBIT "C"
PROFESSIONAL SERVICES CONTRACTS
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 and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the*

contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the County and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

- 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-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

- F. 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 and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. 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/her 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 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 CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of 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 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 an 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 HHS 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.