

## AGREEMENT

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, referred to as **COUNTY**, and **EMQ FAMILIES FIRST, 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 **COUNTY** requires to operate the service(s) applied for and deal with mentally ill persons with persistent needs; 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-2, B-3 and B-4.**

### **4. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that **CONTRACTOR** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the **CONTRACTOR** or any of its agents, employees or officers as an agent, employee or officer of **COUNTY**.

(b) **CONTRACTOR** agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of **COUNTY**. Subject to any

performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to

his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

**8. CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

**9. INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the submitting department evidence of the required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s)

**10. INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542,

when applicable.

#### 11. TERMINATION:

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

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

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

In addition, COUNTY may terminate this Agreement based on:

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

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

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

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

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

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

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

**14. NOTICES:**

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

**COUNTY:**

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

**Fax No.:** 559-737-4059

**Phone No.:** 559-624-8056

**CONTRACTOR:**

EMQ Families First, Inc.

5168 N. Blythe, Suite 101

Fresno, CA. 93722

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

**Phone No.:** (559) 248-8550

(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.

///

**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

**EMQ FAMILIES FIRST, INC.**

Date: 9-3-13 By Kay M. McCarty  
TITLE Chief Admin. Officer

Date: 9-4-13 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 120131194

Date 9-9-13

**Exhibit "A"**  
**Services**  
**Fiscal Year 2013/2014**

**Contractor: EMQ FAMILIES FIRST, INCORPORATED**  
**Program: Crossroads Transitional Age Youth Housing**

**I. DESCRIPTION OF SERVICES/INTENT, AND GOALS:**

**A. System-Wide Program Intent and Goals**

1. To provide transitional housing and recovery based mental health and supportive services to transitional age youth with severe mental illness (SMI) and/or severe emotional disturbance (SED) that are easily accessible, and culturally competent.

**B. Description of Services and Treatment Methods**

**1. FSP Services**

- a) Each partner (i.e., consumer enrolled in a full service partnership program) will create and maintain a Wellness and Recovery Action Plan (WRAP).
- b) Each partner will develop an Independent Living Plan (ILP) upon enrollment, with measurable goals for education, employment, housing, and overall wellness. This plan will be reviewed and updated with the partner and partner's treatment team at least monthly.
- c) Partners will receive, at minimum, three supportive services per week at the TAY Crossroads housing site to include:
  - (1) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources)
  - (2) Employment training (e.g., networking, finding a job, resume building, role-playing, job etiquette, and volunteer opportunities)
  - (3) Education support (e.g., study groups, college tours, and presentations from educators)
  - (4) Peer Mentoring (e.g., WRAP)
  - (5) Socialization (e.g., museum tours, and recreational activities)
- d) Crossroads staff will meet weekly with partner's treatment team to address needs of shared partners, and to ensure supportive services are provided collaboratively and not duplicated.

**2. Transition and Discharge**

- a) Transition of partners to less intensive treatment modalities will occur as the partner develops competencies and resources to meet recovery goals without FSP services. Partners shall be discharged when they meet one or more of the following criteria:
  - (1) Partner's refusal of services by the legally responsible adult,
  - (2) Partner's or legally responsible adult's unilateral decision to terminate treatment,
  - (3) Transfer to another program that has been mutually agreed upon,
  - (4) Mutual agreement that the goals of treatment have been met.

3. Wellness and Recovery Center

- a) CONTRACTOR will house and properly secure all Wellness and Recovery Center equipment and supplies at both the Visalia and Porterville TAY Crossroads sites.
- b) CONTRACTOR will report any lost, stolen or damaged items to the COUNTY within 10 business days.
- c) CONTRACTOR will develop, in collaboration with partners, policies for Center use to include: monitoring and supervision, hours of operation, allowable activities, etc. CONTRACTOR will submit these policies to the COUNTY within 60 days of the commencement of this contract.
- d) CONTRACTOR will be responsible for ongoing costs associated with maintaining and replacing equipment purchased by the COUNTY including, but not limited to: maintenance of exercise and computer equipment, and internet fees.
- e) CONTRACTOR will be responsible for security and secured use of Wellness and Recovery Center equipment.

**II. POPULATION SERVED**

A. Demographics

- 1. Transitional Age Youth (TAY) ages 18-25 who are enrolled in a FSP program are eligible for the Crossroads Transitional Age Youth Housing program.
- 2. As part of the requirements of the Mental Health Services Act (Welfare and Institutions Code, Division 5, Part 3), CONTRACTOR must identify priority populations in both unincorporated, and rural incorporated areas. Characteristics of Tulare County priority populations include co-occurring disorders; those at-risk of criminal justice involvement; domestic violence; and individuals that are institutionalized or at-risk of institutionalization. Priority populations also include individuals from Hispanic, African-American, and Native American communities; and communities that are traditionally unserved or underserved, and lower income.

**III. PROGRAM PERFORMANCE STANDARDS**

A. Active Caseload

CONTRACTOR will maintain a capacity of ten (10) residents to be housed at the Visalia location, and ten (10) residents to be housed at the Porterville location for FY 2013/2014.

B. Service Provision

- 1. Documentation, electronic data and operating procedures will be reviewed to ensure compliance with HIPAA regulations.
- 2. CONTRACTOR will consult with COUNTY to ensure that facilities and equipment meet COUNTY expectations and correspond with submitted budget.
- 3. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve priority populations.

4. Services will be delivered within the Tulare County HHSA, Department of Mental Health and the State Department of Mental Health standards of care.
5. CONTRACTOR will encourage partners and family members to help improve service delivery and provide program oversight.
6. CONTRACTOR will develop ethnic-specific strategies to eliminate disparities in access to care for racial and ethnic populations

C. 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 institute a twenty-four (24) hour per day, seven (7) day per week crisis process in collaboration with OneStop Center programs.

**IV. REPORTING STANDARDS**

- A. CONTRACTOR will record demographic and service data, including service location, for all consumers served, and submit a monthly QIC and narrative report to the CSS Coordinator.
- B. 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.
- C. CONTRACTOR will assess, record, and report on all eight of these indicators by using pre, during, and post client assessments for all FSP consumers and submit data electronically to CSS coordinator as requested, with the final report submitted no later than 60 days after the end of this contract term.
- D. 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.
- E. 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.
- F. Monthly QIC reports and outcome data reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- G. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year
- H. 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.

**V. LOCATION AND HOURS OF OPERATION**

- A. CONTRACTOR will lease two housing sites (Visalia and Porterville) that can accommodate 10 residents each, and are ADA compliant.
- B. Hours of operation will be dictated by the needs of the consumer as defined in the Tulare County MHSA Community Services and Supports Three-Year Expenditure Summary; services and activities will be available during non-traditional hours.

**VI. STAFFING**

**A. Minimum Staffing Requirements**

1. CONTRACTOR agrees to provide the level of staffing for the Crossroads TAY Housing 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 requirement as set forth in State statute under Division 5 of the Welfare and Institutions Code (WIC); Title 9 of the California Code of Regulations; and Title 42, Chapter 4 of the Federal Code of Regulations where applicable or at such higher level as necessary for some programs.
3. CONTRACTOR will employ two part-time Peer Specialists to provide supportive services including, but not limited to: support groups, WRAP, and life skills training. Peer Specialists will attend weekly supervision meetings, and will complete Applied Suicide Intervention Skills Training (ASIST) or Mental Health First Aid (MHFA), and Wellness and Recovery Action Planning (WRAP) certification within 90 days of hire.
4. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency, as well as ASIST or MHFA, and WRAP certification within 90 days of hire or the commencement of this contract.
5. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by HHSA and in coordination with the HHSA 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 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 care providers in the community.
  - f) Knowledge of family systems theory and practice.
  - g) Knowledge of transitional age youth mental health issues.

**VIII. COLLABORATION**

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

- B. CONTRACTOR will provide community outreach and education by presenting to local agencies including, but not limited to: family resource centers, schools, homeless shelters, and others as requested by the COUNTY.
- C. CONTRACTOR will collaborate with Housing Authority for rental/lease options.
- D. CONTRACTOR will develop partnerships with educational institutions.
- E. CONTRACTOR will collaborate with OneStop Center programs, Mobile Units, Visalia Mental Health Clinic (VAC), and Porterville Mental Health Clinic (PAC) to receive referrals and deliver services.
- F. CONTRACTOR will work with Personal Service Coordinators in the coordination of service delivery.
- G. CONTRACTOR will establish partnerships with One Stop programs, Prevention Services, and law enforcement, and submit documentation to the COUNTY detailing deliverables and responsibilities of each party within 90 days of the commencement of this contract.
- H. CONTRACTOR will develop, in collaboration with One Stop Center programs, employment and job skills training.

#### **IX. EQUIPMENT**

- A. In the event of dissolution or upon termination of this Agreement prior to the expiration of this agreement, CONTRACTOR will provide COUNTY with repayment for any vehicles purchased through this agreement, at current market value of each vehicle.
- B. CONTRACTOR shall maintain all vehicles in good operating condition, and shall be responsible for all costs of maintenance and/or repair necessary to maintain the vehicles in good operating condition for the normal life of the vehicle.
- C. CONTRACTOR shall further arrange for adequate security measures to protect the vehicle from loss or damage due to theft or vandalism.
- D. CONTRACTOR shall maintain self-insurance, which shall name COUNTY as additional insured, which shall be sufficient coverage to provide for the replacement value of any vehicle damage or loss due to fire, vandalism, theft, or negligence.
  - 1. CONTRACTOR shall ensure that all vehicles operated by CONTRACTOR comply with the following:
    - a) Comply with Department of Transportation (DOT) requirements including rules regarding drug testing.
    - b) Ensure that only licensed drivers operate the vehicles.
    - c) Ensure that the vehicles are used only for Tulare County clients.

**Exhibit "B"**  
**Compensation**  
**Fiscal Year 2013/2014**

**Contractor: EMQ FAMILIES FIRST, INCORPORATED**  
**Program: Crossroads Transitional Age Youth Housing**

**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. All claims for payment shall be submitted by service type and number of contracts, in minutes/days, provided by CONTRACTOR.  
No Uniform Methods of Determining Ability to Pay (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 Crossroads Transitional Age Youth Housing program.
- d. It is COUNTY's expectation that required reports or notes will be submitted within 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 CONTRACTOR's submission of all required documentation and in accordance with COUNTY's normal payment cycle.

**2. REIMBURSEMENT CATEGORIES:**

- a. Mental Health Services Act Crossroads Transitional Age Youth Housing.
  - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$497,534. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Crossroads Transitional Age Youth Housing maximum unless an amendment to the contract maximum is authorized by the County.

**3. INVOICING:**

- a. CONTRACTOR shall submit invoices using the format described as Exhibit "B-4" to the COUNTY once each month, no later than fourteen (14) days following the month in which costs were incurred.
- b. Line-Item Changes: In order to accommodate normal market fluctuations in costs of products and services, CONTRACTOR may make adjustments to its line item budget without COUNTY's approval, up to a 10% difference from amounts budgeted, so long as the contract maximum amount is not exceeded. For any changes over 10% of line item budgeted amounts, CONTRACTOR must request approval of COUNTY by submitting a letter requesting the specific change.

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

**Contractor: EMQ FAMILIES FIRST, INCORPORATED**  
**Program: Crossroads Transitional Age Youth Housing**

**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 the Agreement. Extension of time to file the cost report at any later date must be approved in writing by the 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/Date Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

**B. RECONCILIATION/INTERIM RATE ADJUSTMENT**

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

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

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

**D. EXCEPTIONS 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 and Budget Narrative**  
**Fiscal Year 2013/2014**

**Contractor: EMQ Families First, Inc.**  
**Program: Crossroads Transitional Age Youth (TAY) Housing Program**

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
<b>PERSONNEL (staff)</b>						
Clinical staff (by job class)						
Program Supervisor	1.00	\$10,322	\$10,322	\$10,322	\$10,322	\$41,289
Family Specialist	1.00	\$7,499	\$7,499	\$7,499	\$7,499	\$29,994
Family Services Coordinator	2.00	\$18,214	\$18,214	\$18,214	\$18,214	\$72,856
Peer Specialists	1.00	\$3,963	\$3,963	\$3,963	\$3,963	\$15,852
Support staff (by job class)						
Regional Support Pool		\$10,391	\$10,391	\$10,391	\$10,391	41,566
Taxes & Benefits		\$16,399	\$16,399	\$16,399	\$16,399	\$65,596
<b>Total Personnel</b>	<b>5.00</b>	<b>\$66,788</b>	<b>\$66,788</b>	<b>\$66,788</b>	<b>\$66,788</b>	<b>\$267,153</b>
<b>OPERATING EXPENSES</b>						
Staff Supports (direct services)						
Mileage		\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
Used Passenger Van		\$18,500				\$18,500
General Office Expense						
Program Supplies		\$1,600	\$1,600	\$1,600	\$1,600	\$6,400
Occupancy Pool		\$4,056	\$4,056	\$4,056	\$4,056	\$16,223
<b>Total Operating Expenses</b>		<b>\$28,155</b>	<b>\$28,155</b>	<b>\$28,155</b>	<b>\$28,155</b>	<b>\$57,122</b>
<b>OTHER OPERATING EXPENSES</b>						
Training & Conferences						
Course Expense / Fees		\$250	\$250	\$250	\$250	\$1,000
Travel Expenses		\$250	\$250	\$250	\$250	\$1,000
Program Oversight and Evaluation						
Indirect Expense (15% of Personnel)		\$10,022	\$10,022	\$10,022	\$10,022	\$40,088
FSP Wellness and Recovery Activities						
Group Supplies		\$250	\$250	\$250	\$250	\$1,000
Field Trips/Social Activities		\$250	\$250	\$250	\$250	\$1,000
Education / Jobs training		\$200	\$200	\$200	\$200	\$800
FSP Expenses						
Apartment Rent		\$21,443	\$21,443	\$21,443	\$21,443	\$85,772
Apartment Set-up		\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Apartment Maintenance & Repair		\$1,500	\$1,500	\$1,500	\$1,500	\$6,000

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

**Contractor: EMQ Families First, Inc.**  
**Program: Crossroads Transitional Age Youth (TAY) Housing Program**

Apartment Utilities	\$6,500	\$6,500	\$6,500	\$6,500	\$26,000
Clothing / Food	\$650	\$650	\$650	\$650	\$2,600
<b>Total Other Operating Expenses</b>	<b>\$43,315</b>	<b>\$43,315</b>	<b>\$43,315</b>	<b>\$43,315</b>	<b>\$173,260</b>
<b>Total Expenses</b>	<b>\$138,259</b>	<b>\$138,259</b>	<b>\$138,259</b>	<b>\$138,259</b>	<b>\$497,534</b>

**Budget Narrative FY 2013-2014**

**PERSONNEL**

Annual salaries have been budgeted consistent with EMQ Families First salary scales. To ensure the Agency's ability to attract and retain qualified and committed employees available to serve the needs of our clients and the Agency, and to support the desire to be the employer of choice, the Agency maintains a market-driven, pay-for-performance based compensation program that is designed to ensure competitive and equitable pay for all employees.

FTE's based on 12 months:

Program Supervisor = 1.0 FTE @ an annual salary of \$41,289  
 Family Specialist = 1.0 FTE @ an annual salary of \$29,994  
 Family Services Coordinator = 2.0 FTE @ an annual salary of \$36,428 each = \$72,856  
 Peer Specialist = 1.0 FTE (2 @ .5 FTE) @ an annual salary of \$15,852  
 Regional Support Staff = an annual cost of \$41,566 (includes 3.0 FTE Administrative Assistants, 1.0 FTE Regional Executive Director, 1.0 FTE Training Specialist, .50 FTE Regional Research Specialist, 1.0 FTE Research Analyst, 1.0 FTE Business Partner, 1.0 FTE Parent Involvement Coordinator, 1.0 FTE Quality Support Manager and 1.0 FTE Regional Operations Manager. These positions provide support services to all FamiliesFirst programs in the Valley Region and their cost is allocated to all programs on the basis of payroll dollars). Payroll taxes and benefits are calculated at approx. 33%.

**Total personnel expense - \$267,153**

**OPERATING EXPENSE**

**Staff/Supports**

This amount reflects the following:

- The Mileage reimbursement rate of \$0.565 per mile that EMQ FamiliesFirst currently provides to staff for business related travel expenses; matches current federal rate.
- Visalia and Porterville are separated by 30 miles and staff will be shared between the two sites.
- Staff travel within Tulare County for meetings and to transport consumers to appointments.
- Occasional travel to our regional office in Fresno, CA for meetings and trainings.
- Occasional travel to nearby cities for trainings.

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

**Contractor: EMQ Families First, Inc.**  
**Program: Crossroads Transitional Age Youth (TAY) Housing Program**

- Van fuel & maintenance
- Purchase of a 2010 passenger van to better facilitate the transportation needs of Porterville clients.

**Program Supplies**

- Purchase of supplies associated with the on-going operation and development of the program. (i.e. curriculum, reference materials, office supplies and incidentals)

**Occupancy Pool**

- Regional occupancy costs are pooled and allocated to all programs in the Valley Region on the basis of payroll dollars; includes, but is not limited to the following:
- Office Rent
- Equipment Leases
- Utilities
- Janitorial
- Telecommunication
- Office Repairs and Maintenance
- Postage/Shipping/Printing
- Insurance

**Total operating expense = \$57,122**

**OTHER OPERATING EXPENSE**

**Training and Conferences**

Includes staff training costs and conference fees relating to Transitional Age Youth. Additionally, may include airfare, mileage, lodging, meals and other associated costs.

**Indirect Expense**

The agency allocates the indirect costs (general & administrative) of shared support departments such as finance & accounting, billing, human resources, clinical administration, executive management, information technology, quality assurance and outcomes/evaluation. Indirect costs have been budgeted at approx 15% of total personnel costs. Monthly administrative costs equate to \$3,340. Indirect expense includes such costs as liability and director's insurance, professional fees, quality management oversight, billing, risk management and program fidelity, MIS infrastructure & QI/UM department support and oversight as well as executive management. Costs that cannot be specifically identified as supporting one particular program are pooled and allocated to all programs relative to the direct labor costs in each program.

**FSP Wellness and Recovery Activities**

Includes client field trips, social activities, education and job training, and related supplies. These activities are designed to promote and facilitate positive socialization and skills building amongst residents in addition to occasional group recreational activity.

**FSP Expenses**

- Apartment Rent

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

**Contractor: EMQ Families First, Inc.**  
**Program: Crossroads Transitional Age Youth (TAY) Housing Program**

- Rent for 10 two-bedroom apartments and 2 one-bedroom apartments; 1 two-bedroom apartment utilized as community centers at each site.
- **Apartment Setup**
  - Replacement of household furnishings, appliances and incidentals in apartments due to extreme wear and tear, theft or neglect and/or purposeful damage done by clients.
  - Occasional truck rental when clients enroll/graduate from program and need assistance with moving.
  - Upon successful graduation from the program – to provide an award/stipend to purchase household supplies or provide deposit assistance.
- **Apartment Maintenance & Repair**
  - Repair costs for physical damage to apartments caused by clients
  - Costs for occasional professional cleaning due to client behaviors/actions
  - Costs associated with need for minor repairs arising from client behaviors
- **Apartment Utilities**
  - To pay for utilities associated with 14 apartment units
- **Clothing and Food**
  - To purchase food, clothing and other necessities for residents who are not yet connected with food stamps or other public benefits.

**Total other operating expense = \$173,260**

**TOTAL EXPENSES:**

**\$497,534**

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
<b>Number of FSP Served</b>				
<b>PERSONNEL</b>				
<b>Staff</b>				
Administrative Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Clinical Staff (by job class)		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Support Staff (by job class)		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Benefits ( ___ %)		\$ -	\$ -	\$ -
<b>PERSONNEL TOTAL</b>		\$ -	\$ -	\$ -
<b>OPERATING EXPENSES</b>				
<b>Staff Supports (direct services)</b>				
Mileage (staff vehicle use)		\$ -	\$ -	\$ -
Cars (lease/owned & gas)		\$ -	\$ -	\$ -
Vehicle Maintenance		\$ -	\$ -	\$ -
Car insurance		\$ -	\$ -	\$ -
Cell phones & plan fees		\$ -	\$ -	\$ -
<b>General Office Expense</b>				
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		\$ -	\$ -	\$ -
<b>OPERATING EXPENSES TOTAL</b>		\$ -	\$ -	\$ -
<b>OTHER OPERATING EXPENSES</b>				
<b>Prof Services (contracted services - Must Itemize)</b>				
AOD Treatment		\$ -	\$ -	\$ -
Healthcare Providers		\$ -	\$ -	\$ -
Interpreter		\$ -	\$ -	\$ -
Psychiatry Support	Hrs./Wk.	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -
<b>Training &amp; Conferences</b>				
Course Expense / Fees		\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -
Per Diem		\$ -	\$ -	\$ -
Staff meetings		\$ -	\$ -	\$ -

Exhibit "B4"  
INVOICE TEMPLATE

<b>Program Oversight and Evaluation</b>				
Audit expense		\$ -	\$ -	\$ -
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense (15%)		\$ -	\$ -	\$ -
<b>Wellness and Recovery Activities</b>				
Group Supplies		\$ -	\$ -	\$ -
Field Trips, Social Activities		\$ -	\$ -	\$ -
Computers/Printing		\$ -	\$ -	\$ -
WRAP Materials		\$ -	\$ -	\$ -
<b>FSP Expenses</b>				
(Housing)				
Apartment Rent		\$ -	\$ -	\$ -
Apartment Set-up		\$ -	\$ -	\$ -
Apartment Maintenance & Repair		\$ -	\$ -	\$ -
Apartment Utilities		\$ -	\$ -	\$ -
(Clothing/Food) Clothing/Food		\$ -	\$ -	\$ -
Occupancy Pool (if applicable)		\$ -	\$ -	\$ -
<b>OTHER OPERATING EXPENSES TOTAL</b>		\$ -	\$ -	\$ -
<b>TOTAL EXPENSES</b>		\$ -	\$ -	\$ -

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 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.