

AGREEMENT

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

A. **COUNTY** wishes to retain the services of **CONTRACTOR** for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area; and

B. **CONTRACTOR** has the experience and qualifications to provide the services **COUNTY** requires pertaining to the **COUNTY'S** Alcohol, Drug and Perinatal 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-2, B-3, 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. 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:

CENTRAL VALLEY RECOVERY SERVICES, INC.

320 W. Oak Avenue

Visalia, CA 93291

Fax No.: _____

Phone No.: 559 625-2995

(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

CENTRAL VALLEY RECOVERY SERVICES, INC.

Date: 9-30-13 By [Signature]
TITLE Chairman

Date: 9-30-13 By [Signature]
TITLE TREASURER

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 20131312

Date 10/01/13

Exhibit "A"
Services
Fiscal Year 2013/2014

Contractor: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-Occurring Disorder (COD) Program

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. To develop a residential and outpatient co-occurring disorder program using the Harm Reduction approach along with the Hazelden Co-Occurring Disorders Program (CDP) which draws upon the Dartmouth Integrated Dual Disorder Treatment (IDDT) evidence-based practice principles.
2. To provide an intensive and integrated co-occurring disorder model for:
 - a) transitional age youth (TAY) (18 to 25 years of age), adults (26 to 59 years of age), and older adults (60+ years of age); and
 - b) as approved by the COUNTY,
 - (1) with severe mental illness (SMI) and/or severe emotional disturbance (SED) and substance abuse disorder, and
 - (2) Full Service Partnership (FSP) *(required for Residential, not required for Outpatient)*.
3. To incorporate within the co-occurring disorder program the Mental Health Services Act (MHSA) principles:
 - a) consumer- and family-centered care
 - b) culturally competent
 - c) wellness, recovery and resilience focus
 - d) integrated service experience
 - e) outreach to the traditionally un/underserved
 - f) best practices and evidence-based strategies
 - g) community collaboration
4. To coordinate services with community-based organizations and public agencies targeting unserved and/or underserved populations in Tulare County for the purpose of reducing accessibility barriers that occur when individuals must navigate multiple agencies, programs, and access procedures to receive services.
5. To reduce negative outcomes associated with co-occurring disorders, to include but not limited to: substance abuse, psychiatric hospitalization and emergency services, criminal justice involvement, homelessness, high rate of physical illness and premature mortality, and removal of children from their homes.

B. Description of Services and Treatment Methods

1. Assessment/Enrollment

- a) Upon receipt of a referral for the Co-Occurring Disorder Program, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.

- b) CONTRACTOR will engage the individual in an initial assessment, to include verifying the individual is 18 years of age or older and ensure individual is eligible for program based on I.A.2. above.
- c) CONTRACTOR will complete additional intake procedures as applicable to program needs, and as outlined within CONTRACTOR's Co-Occurring Disorder Program Proposal submitted in response to COUNTY's Co-Occurring Disorder Program Request for Proposal (RFP) # 14-010.
- d) CONTRACTOR must obtain approval by the COUNTY Long-Term Authorization (LTA) team for all enrollments to the COD residential services prior to placement.

2. Services

a) Each consumer enrolled in COD will be offered intensive integrated co-occurring disorder treatment by CONTRACTOR in collaboration with consumer's FSP mental health service provider and treatment team. Such treatment will be based upon the Harm Reduction approach as well as the evidence-based Hazeldon Co-occurring Disorders Program (CDP):

- (1) Screening and Assessment,
- (2) Integrated Combined Therapies,
- (3) Cognitive-Behavioral Therapy,
- (4) Medication Management, and
- (5) Family Program.

b) Residential services will be for a duration up to six (6) months, and outpatient services will be for a duration up to fourteen (14) weeks. The duration and services can be changed based on adjustments that may be needed to implement Harm Reduction and Hazeldon's Co-occurring Disorders Program (CDP) under the direction of the COUNTY.

c) CONTRACTOR will partner with the consumer's mental health treatment team to ensure each consumer receives at minimum the following services through a collaborative effort by CONTRACTOR and consumer's mental health treatment team:

- (1) creates and maintains a Wellness and Recovery Action Plan (WRAP);
- (2) receives the appropriate number of mental health services in an applicable setting with emphasis on consumer's desired setting where available (e.g., residential treatment home, community residence, school, church, primary care clinics, community agency, or in-office); and
- (3) participates in a broad spectrum of activities such as:
 - (a) Life Skills groups (e.g., cooking, budgeting, stress management, time management, and accessing community resources to include benefit programs such as Medi-Cal, Social Security, TulareWORKS, etc.)
 - (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., peer-run support groups)
 - (e) Socialization (e.g., museum tours, and recreational activities)
- d) Transition and Discharge
 - (1) Transition of consumers to less intensive treatment modalities will occur as the consumer develops competencies and resources to meet recovery goals.
 - (2) Consumers will be discharged when they meet one or more of the following criteria:
 - (a) Consumer's refusal of services by the legally responsible adult,
 - (b) Consumer'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
- e) Outreach
 - (1) CONTRACTOR will provide Outreach to educate mental health service providers regarding the Co-Occurring Disorder Program, and will establish and maintain an ongoing relationship with service providers to ensure appropriate referrals. In addition, CONTRACTOR will work with the service providers to conduct engagement in the community by meeting the consumer "where they are at" to engage or re-engage consumers who appear to meet program criteria.
- f) Peer Services
 - (1) CONTRACTOR will hire at least two (2) part-time peer positions for the employment of persons with lived experience in public mental health co-occurring disorder services.
 - (2) Peer services should include, but are not limited to the following:
 - (a) Teach and model the recovery experience, effective coping techniques, and self-help strategies
 - (b) Assist peers in creating and using their personal recovery plan (e.g., WRAP)
 - (c) Establish and run peer-support groups
- g) Ancillary Transportation
 - (1) Ancillary transportation should be provided when available and as needed for consumer's to attend activities necessary for wellness and recovery to include but not limited to: mental health and physical health appointments, life skills groups, and support groups. The ancillary transportation must be equipped with a First Aid kit, cell phone, and child safety seats (infants/toddlers) if applicable. Travel destination logs will be created and maintained,

in addition to mileage logs that include dates, times, destinations, and purpose of travel.

II. POPULATION SERVED

A. Demographics

1. CONTRACTOR will serve transitional age youth (TAY) (18 to 25 years of age), adults (26 to 59 years of age), and older adults (60+ years of age) who are enrolled in County of Tulare Mental Health services.
2. CONTRACTOR will provide at minimum, six (6) COD residential beds for females, and six (6) COD residential beds for males.
3. CONTRACTOR will ensure the program is serving a representative population based on community census and community need. CONTRACTOR will run and analyze monthly consumer demographic reports to address any disparities in disproportionate services to ethnic/race populations, geographic areas, or age groups.

III. PROGRAM PERFORMANCE STANDARDS

A. Service Goals

1. CONTRACTOR will serve a minimum of 198 unduplicated consumers through outpatient services, and a minimum of 30 unduplicated consumers through residential services.

B. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan, the MHSA Act and MHSA Community Services and Supports (CSS) requirements, and the Alcohol and Other Drug (AOD) Placement Orientation Services (POS) guidelines to adequately serve the target population, and will deliver services within the standards of care of the State Department of Health Care Services (DHCS) and State Department of Alcohol and Other Drug Programs (ADP).
2. Within sixty (60) days of start of contract, CONTRACTOR will develop and maintain a Co-occurring Disorder Program Advisory Committee comprised of at least 51% former/active co-occurring disorder program consumers.
 - a) Family members will also be recruited and allotted seats on the membership of the advisory committee.
 - b) The advisory committee should meet monthly with the goal of monitoring and advising the CONTRACTOR regarding the program's development and performance.
 - c) The CONTRACTOR will create and maintain the advisory committee's roster, sign-in sheets, agendas, and minutes.

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.

IV. REPORTING STANDARDS

- A. CONTRACTOR will subcontract with an outside evaluator within sixty (60) days of start of contract to conduct ongoing evaluation of the co-occurring disorder program in its entirety, to include the development and implementation of the business process and

- evaluation plan, data collection mechanism, and ongoing data and outcome reports as requested by CONTRACTOR and by COUNTY.
- B. CONTRACTOR will enter all relevant information in the Tulare County Outcomes Measurement System (TCOMS) at admission date, but no later than five (5) days after admission date.
- C. CONTRACTOR will enter all relevant information into the California Outcomes Measurement System (CalOMS) within forty-eight business hours of admittance to and discharge from the treatment program.
- D. CONTRACTOR must correct CalOMS and/or TCOMS data within two (2) business days after notification from Tulare County Placement Orientation Services (POS) of any and all errors.
- E. CONTRACTOR will enter all relevant information into the Drug and Alcohol Treatment Access Report (DATAR), no later than the tenth of each month.
- F. CONTRACTOR will work collaboratively with the consumer's treatment team to supply information upon their request they may need to complete their reports for partners enrolled in an FSP program, as all FSP service providers are required to enter consumer information into the State's Data Collection and Reporting System (DCR).
- G. CONTRACTOR will record demographic and service data, including service location, for all consumers served, and submit a monthly data and narrative report to the COUNTY using the County's template.
- H. CONTRACTOR will subcontract with an outside evaluator to develop an evaluation plan that assesses, records, and reports on applicable indicators as addressed in the Harm Reduction and Hazeldon's Co-occurring Disorder Program.
1. Measures should include change in negative outcomes associated with co-occurring disorders, to include but not limited to: substance abuse, psychiatric hospitalization and emergency services, criminal justice involvement, homelessness, high rate of physical illness and premature mortality, and removal of children from their homes; by using pre, during, and post outcome assessments for all program participants.
 2. CONTRACTOR will ensure an adequate collection method is in place to meet the needs of the evaluation plan.
 3. CONTRACTOR will submit the evaluation plan for COUNTY approval no later than 150 days after start of contract, and will implement approved evaluation plan no later than 180 days after start of contract.
 4. CONTRACTOR will submit an annual program performance and outcome report to the COUNTY no later than 60 days after the close of the fiscal year. CONTRACTOR may be asked by COUNTY to also present this information to the Mental Health Board or other stakeholder groups as needed.
- I. Data entered and reports submitted will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- J. Records on each individual recipient of services will include diagnostic studies, treatment plans, records of consumer interviews, progress notes, and discharge summaries which the CONTRACTOR will retain for a minimum of five fiscal years, so as to be available at any time to the COUNTY, State, and/or Federal representatives.
- K. If this agreement is terminated or not renewed, in whole or in part, the consumer records of all past and current recipients of these services will become the property of the COUNTY, although the CONTRACTOR will have access to the records.

L. CONTRACTOR must comply with State and Federal confidentiality requirements. However, the confidentiality provisions will not prevent the COUNTY from reviewing consumer records in the performance of their duties.

M. When it is determined a consumer has an ability to pay all or a portion of treatment costs, and any amount if collected by CONTRACTOR, the revenue so collected will be reported to COUNTY in the annual Cost Report and will be applied against the total actual program costs before the use of County, State, or Federal funds. When reconciled during the cost report process, the funds may be considered to be in excess and result in an amount due the COUNTY.

N. A consumer may be billed for a "reasonable" amount by CONTRACTOR during or following treatment; but no Tulare County resident will be refused services due of to an inability to pay.

O. Compliance reviews of CONTRACTOR's services must result in no more than 5% disallowance per year.

P. CONTRACTOR will submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.

Q. CONTRACTOR will 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 "B3". Budget modification may be waived at COUNTY's discretion.

R. A suitable representative of CONTRACTOR will 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 secure enough space to adequately perform the Co-Occurring Disorder Program in settings that are accessible, accommodating, and welcoming to the target population.

B. CONTRACTOR will be open, at minimum, Monday through Friday, and setup business and program hours based on consideration for target population needs and accessibility.

C. Residential services will be supported 24 hours/7 days a week.

D. Groups and appointments will be scheduled according to consumers' needs, and family groups and activities scheduled to accommodate family accessibility such as after typical work hours, etc.

VI. STAFFING

A. Minimum Staffing Requirements

1. CONTRACTOR agrees to provide the level of staffing for the Co-Occurring Disorder Program needed to meet the activities described within this Scope of Work and as detailed in the corresponding Exhibit "B-3."

2. Staffing will 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.

3. Staff providing counseling services must meet requirements as outlined by California Code of Regulations (CCR), Title 9, Division 4, Chapter 8.

4. 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.
5. CONTRACTOR will ensure that appropriate staff have access to TCOMS, and have received adequate and ongoing support and training on entering data into the TCOMS.
6. CONTRACTOR will employ two part-time Peer Support Specialist-type positions held by individuals who have lived experience as former recipients of public-funded co-occurring disorder treatment to provide peer supportive services including, but not limited to: peer-run support groups, Wellness and Recovery Action Planning (WRAP), and life skills training. Peer Support Specialists must attend weekly supervision meetings facilitated by CONTRACTOR to ensure appropriate support and mentoring for Peer Support Specialists, and must complete Applied Suicide Intervention Skills Training (ASIST) and Mental Health First Aid (MHFA) within ninety (90) days of hire.
7. CONTRACTOR and Peer Support Specialists will meet with the Tulare County Mental Health Wellness and Recovery Manager on a monthly basis to discuss the practice of wellness and recovery principles within the Co-Occurring Disorder Program, and to develop a mechanism for Peer Support Specialist to become WRAP proficient and WRAP certified.
8. CONTRACTOR will employ culturally competent staff and require existing or newly hired staff to complete ASIST and MHFA within ninety (90) days of hire or commencement of this agreement, and attend ongoing cultural competency trainings. CONTRACTOR will also enable staff to attend trainings performed by COUNTY.

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 Addiction Counseling Competencies
 - b) Knowledge of communicable diseases such as tuberculosis and HIV/AIDS
 - c) Capability of language, cultural competency, and knowledge of multicultural experience
 - d) Knowledge of the local community resources available to consumers and ability to coordinate such services
 - e) Knowledge of family systems theory and practice
 - f) Knowledge of unique needs of specialty populations such as transitional age youth (TAY) and Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ)
 - g) Knowledge of mental health issues as it relates to co-occurring disorders

Exhibit "B"
Compensation
Fiscal Year 2013/2014

Contractor: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-Occurring Disorder 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 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 contacts, 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 Co-Occurring Disorder Program. This program shall not be used to supplant or pay for costs in excess of forty-hour workweeks without prior authorization from COUNTY.
- d. It is COUNTY's expectation that required reports and invoices will be submitted timely according to Exhibit "A". CONTRACTOR may not be paid if required reports or invoices are not submitted in a timely manner.
- e. All payments made under this Agreement shall be made approximately thirty (30) days from submission 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 \$650,000.

- a. Mental Health Services Act
 - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$650,000. CONTRACTOR understands and agrees that COUNTY may not make payments to CONTRACTOR above the Mental Health Services Act Co-Occurring Disorder Program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Mental Health Services Act Manager. 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 Analyst for expenditures incurred, no later than fourteen (14) days after the end of the month in which those expenditures were incurred.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4".

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

Contractor: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-Occurring Disorder 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 HHSA 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 MHSA 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 Worksheet and Budget Narrative
Fiscal Year 2013/2014****Contractor: Central Valley Recovery Services, Inc. (CVRS)
Program: Co-Occurring Disorder Program****Expenditures**

Number of Residential Served			30	
Number of Outpatient Served			198	
			FTEs	FY 13/14
PERSONNEL				
Staff				
Administrative Staff (by job class)				
Executive Director			0.17	14,622
Administrative Assistant			0.17	5,643
Clinical Staff (by job class)				
Therapist			1.00	82,400
Therapist			0.50	29,120
Peer Staff			0.50	10,400
Peer Staff			0.50	10,400
Support Staff (by job class)				
CAS II			1.97	73,479
CAS II			1.56	43,861
Recovery Specialist			1.00	24,000
Benefits (26.6%)				78,184
PERSONNEL TOTAL			7.37	372,109
OPERATING EXPENSES				
Staff Supports (direct services)				
Mileage (staff vehicle use)				500
Cars (lease/owned & gas)				-
Vehicle Maintenance				4,736
Car insurance				-
Cell phones & plan fees				-
General Office Expense				
Office / Rent				28,579
Computers, software, supplies				1,500
Copier, fax, printer expenses				3,464
Postage				200
Janitorial/Housekeeping				-
phone / comm. (land lines)				5,970
Utilities / Maintenance				20,890
Office/Admin supplies				7,420
Program Supplies				13,410
Liability Insurance				-
OPERATING EXPENSES TOTAL				86,669

OTHER OPERATING EXPENSES		
Prof Services (contracted services)		
(list type of service, i.e. Interpreter Service)		
Licensed Therapist Family Services		14,400
Interpreter		12,000
Training & Conferences		
Course Expense / Fees		5,718
Travel Expenses		-
Per Diem		-
Staff meetings		-
Program Oversight and Evaluation		
Audit expense		-
Evaluation expense		12,000
Indirect Expense (15%)		72,137
Wellness and Recovery		
Group Supplies		2,400
Field Trips, Social Activities		5,968
Computers/Printing		1,600
WRAP Materials		4,000
Education / Jobs training		2,312
Clothing / Food		31,074
Transportation Assistance		12,000
Other Expenses		15,613
Occupancy Pool		
OTHER OPERATING EXPENSES TOTAL		191,222
TOTAL EXPENSES		650,000

Co-occurring Disorder Program

Budget Narrative Fiscal Year 2013/2014

GENERAL OVERVIEW

Expenses for the operation of the Co-occurring Disorder Program will include those that are Co-occurring Disorder exclusively, such as salaries/benefits for Co-occurring Disorder staff, as well as a portion of the operating expenses of the programs which serve Co-occurring consumers. Based on the number of bed days/slots, the percentages of expenses charged to the Co-occurring Disorder Program are as follows: Pine Recovery Center 26, New Visions 13%, Mothering Heights 10%, New Hope 33%, and New Heights 24%.

Cost allocation of administrative staff salaries and administrative overhead is based on salaries. This is the approved basis for allocation according to our independent auditors.

Tulare County is the sole source of revenue for this program.

PERSONNEL

Administrative staff consists of (1) .17 full time employee Executive Director and (1) .17 full time employee Administrative Assistant.

Clinical staffing consists of (1) 1.0 full time employee therapist and (1) .50 full time employee therapist. Additionally there are (2) .50 full time employee peer staff.

Support staff dedicated to the Co-occurring Disorder Program is as follows:

Pine Recovery Center has (10 1.0 full time employee Certified Addiction Specialist II and (1) .40 full time employee Certified Addiction Specialist I; New Visions has (1) .13 full time employee Certified Addiction Specialist II; Mothering Heights has (1) .10 full time Certified Addiction Specialist II; New Hope has (1) .10 full time employee Certified Addiction Specialist II, (1) .34 full time employee Certified Addiction Specialist II, (2) .33 full time employees Certified Addiction Specialist I; New Heights (outpatient) has (1) .30 full time employee Certified Addiction Specialist II, (1) .50 full time employee Certified Addiction Specialist I and (10 1.0 full time employee Recovery Specialist.

Benefits are 26.6% of salaries and include social security, MediCare, SUI, worker's comp, health insurance and retirement. Central Valley Recovery Services, Inc. matches on half of each employee's contribution to his/her 401 (k) up to 3% of his/her salary.

OPERATING EXPENSES

Again, operating expenses include those that are specifically Co-occurring Disorder, and percentages of the programs in which the Co-occurring Disorder consumers are served. The percentages are shown in the General Overview.

Staff Supports (direct services)

Mileage is currently paid at \$.555 per mile. This small amount is for the occasional use of personal vehicles for company business specifically related to the Co-occurring Disorder Program. Company-owned vans are primarily used for transportation and trips.

Each residential program has at least one van. The vehicle maintenance includes gas for these vehicles in addition to the cost of maintenance and repairs. Pine Recovery Center owns 2 vans, New Visions owns 1, Mothering Heights owns 1, and New Hope owns 1.

General Office Expense

Rent: Co-occurring Disorder staff will occupy the second floor of the administration building which has 6 rooms, 1 for the part-time unlicensed therapist, 1 each for the peer employees, 1 each for the Co-occurring Disorder outpatient counselors, and a group room for meetings. The office of the licensed therapist (downstairs) is not being charged to the Co-occurring Disorder Program.

Computers, software, supplies: Three new computers will be required for the three part-time employees. Expense for computer maintenance, software updates and equipment updates and replacement are included in this line item. These computers will be used by Co-occurring Disorder staff for the purpose of serving Co-occurring Disorder consumers exclusively.

Copier, fax, printer expenses: Primarily this is paper, toner and ink.

Postage: Small amount for mailing business correspondence.

Phone: Business phone expense, includes long-distance and advertising in the yellow pages.

Utilities/Maintenance: Utilities include gas, electric, water and sewage. Maintenance includes repairs and upkeep of the buildings, grounds and furnishings.

Office Supplies: This year three new offices will need to be set up with calculators, staplers, tape dispensers, desk calendars, etc., all the materials it takes to operate an office, pens, tablets, file folders, calculator tape, paperclips, etc.

Liability Insurance: Liability insurance is charged to Administrative Overhead and the cost is included in the 75% indirect expense. The general aggregate carried by Central Valley Recovery Services, Inc. is \$3 million.

OTHER OPERATING EXPENSES

Prof Services (contracted services): \$14,400 for the licensed therapist who facilitates a weekly group for family members and significant others of Co-occurring Disorder consumers and \$12,000 for interpreting services for the deaf/hearing impaired and/or monolingual consumers other than Hispanic.

Training & Conferences

Course Expense/Fees: All training expense is included in this line item: training fees, hotel accommodations, mileage and food. Staff is required to have a minimum 20 hours of Continuing Education Units annually. The therapist is required to have 36 hours of Continuing Education Units every two years. Central Valley Recover Services, Inc. pays for training and living accommodations when staff is required to attend training or conference out of town. Only the portion of expense attributable to the Co-occurring Disorder Program will be apportioned to this account.

Program Oversight and Evaluation

Evaluation Expense: Outside evaluator, \$12,000.

Indirect Expense (15%): Indirect expense is primarily the Co-occurring Disorder shared of the cost of administration. Administration expenses, in addition to salaries and the routine expense to sustain an office, include all liability and Directors and Officers insurance expense, the cost of the annual independent audit, and contracted financial services.

Wellness and Recovery

Group Supplies: Supplies for group activities such as art projects, videos, etc.

Wellness and Recovery Activities: The Co-occurring Disorder consumers take four recreational/social day trips each year. These social activities and field trips assist consumers therapeutically to increase socialization function and increase community integration. Central Valley Recovery Services, Inc. purchases tickets for the activities and provides food and transportation for consumers and accompanying staff.

Computers/Printing: This year three computers will be purchased for the additional three staff persons.

WRAP Materials: \$4,000 is an estimation as we have no experience with WRAP at this time. Copeland is the company that has the copyright for the Wellness and Recovery Action Plan (WRAP) materials and we are required to purchase through them. This is the estimated cost for the workbooks and other consumer materials for approximately 228 consumers.

Education/Jobs Training: Assist with books and enrollment fees, classes for Co-occurring Disorder consumers only.

Clothing/Food: The major portion of this amount is the Co-occurring Disorder portion of food expense to provide for the daily needs of the Co-occurring Disorder consumers who reside at the residential programs.

Transportation Assistance: Twenty bus passes monthly at \$40 each.

Other Expenses: These are expenses with no specific category. They include depreciation, interest, licensing and certification and miscellaneous. All expense, which is a small percentage, is a Co-occurring Disorder Program expense.

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:	

Expenditures

	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Number of Residential Served				
Number of Outpatient Served				
PERSONNEL				
Staff				
Administrative Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Clinical Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Support Staff (by job class)				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Benefits (%)		\$ -	\$ -	\$ -
PERSONNEL TOTAL		\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -
OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES				
Prof Services (contracted services)				
(list type of service (i.e. Interpreter Service) and vendor)		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

Exhibit "B4"
INVOICE TEMPLATE

Training & Conferences				
Course Expense / Fees		\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -
Per Diem		\$ -	\$ -	\$ -
Staff meetings		\$ -	\$ -	\$ -
Program Oversight and Evaluation				
Audit expense		\$ -	\$ -	\$ -
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense (15%)		\$ -	\$ -	\$ -
Wellness and Recovery Activities				
Group Supplies		\$ -	\$ -	\$ -
Field Trips, Social Activities		\$ -	\$ -	\$ -
Computers/Printing		\$ -	\$ -	\$ -
WRAP Materials		\$ -	\$ -	\$ -
Education / Jobs training		\$ -	\$ -	\$ -
Clothing / Food		\$ -	\$ -	\$ -
Transportation Assistance		\$ -	\$ -	\$ -
Other Expenses (<i>must detail</i>)		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ -	\$ -

Program Authorized Signature:

COUNTY USE ONLY
CHARGE TO:

MHSA Approval:

County Approval:

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.