

AGREEMENT

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

A. **COUNTY** wishes to obtain the provision of mental health services in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health, and the Tulare County Mental Health Annual Plan; and

B. **CONTRACTOR** has the experience and qualifications to provide the services **COUNTY** requires pertaining to the County's Mental Health Program; and

C. **CONTRACTOR** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of July 1, 2014 and shall expire at 11:59 PM on June 30, 2015 unless otherwise terminated as provided in this Agreement.

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

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

4. **INDEPENDENT CONTRACTOR STATUS:**

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

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

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

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

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

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

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

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

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

8. CONFLICT OF INTEREST:

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

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

9. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **EXHIBIT C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT C** shall not be used to reduce limits available to COUNTY as an additional insured from the CONTRACTOR'S full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

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:

KINGS VIEW CORPORATION

201 N. "K" Street

Tulare, CA 93274

Fax No.: _____

Phone No.: (559)687-0929

(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: _____

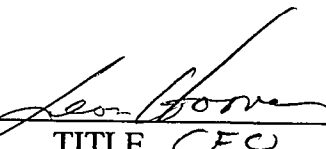
BY _____
Chairman, Board of Supervisors

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


By _____
Deputy Clerk

KINGS VIEW CORPORATION

Date: 7/8/2014

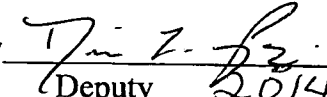
By 
TITLE CEO

Date: 7/8/2014

By 
TITLE Secretary

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 
Deputy 2014807

Date 7/17/14

EXHIBIT "A"
Services
Fiscal Year 2014-2015

Contractor: Kings View Corporation
Program: One-Stop Center – South Tulare County Program

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. To develop a center tailored to youth and transitional age youth with severe mental illness (SMI) and/or severe emotional disturbance (SED), that provides an array of wellness and recovery based mental health and supportive services, that are easily accessible, and culturally competent.
2. To coordinate services with community-based organizations, public agencies, and learning institutions targeting unserved and/or underserved populations in Tulare County to reduce accessibility barriers that occur when individuals must navigate multiple agencies, programs, and access-procedures to receive services.
3. To reduce negative outcomes associated with severe and persistent mental illness, including: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.

B. Description of Services and Treatment Methods

1. Services provided by the One Stop Center are considered one of three categories: General Systems Development, Full Service Partnership, or Outreach and Engagement.

a) CONTRACTOR must track services and expenditures within these three categories.

2. General System Development Services (GSD)

a) Assessment/Enrollment

(1) Upon receipt of a referral (self or otherwise) for mental health services, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.

(2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the Level of Care Utilization System (LOCUS) or Child and Adolescent Level of Care Utilization System (CALOCUS), conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.

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

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

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

b) GSD Services

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

d) The One Stop Center service delivery was developed in 2006/2007 through the Mental Health Services Act (MHSA) Community Services and Supports (CSS) stakeholder process as a response to provide mental health services in a transformative approach by providing a community-based center tailored to the unique transitional needs of youth age 12 to 25.

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

f) Services must include a broad spectrum of activities tailored to the unique transitional needs of youth ages 12 to 25 including, but not limited to:

(1) Individual, family, and group therapy

(2) Case management

(3) Medication management

(4) Supportive Activities:

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

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

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

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

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

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

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

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

3. Full Service Partnership Program

a) Assessment/Enrollment

- (1) Upon receipt of a referral for an Full Service Partnership (FSP) evaluation, CONTRACTOR will contact the individual and referring agency within 48 hours, and provide an initial assessment to occur within 72 hours of first contact.
- (2) CONTRACTOR will engage the individual in an initial psycho-social assessment, to include the LOCUS or CALOCUS, conducted by a Licensed Clinical Social Worker or Waivered Clinical Social Worker.
- (3) Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620, a consumer wellness plan (CWP) shall be developed for each individual in coordination with other agencies that have a shared responsibility for services and/or supports, and the family, when appropriate.
- (4) CONTRACTOR will submit all required documentation to Tulare County Department of Mental Health – MHSA Analyst for FSP enrollment approval.

b) FSP Services

- (1) Each partner (i.e., consumer enrolled in a full service partnership program) will be assigned to a Personal Service Coordinator (PSC) who will act as the single fixed point of responsibility and provide intensive case management and supportive services until the partner is transitioned to a less intensive treatment modality.
- (2) Partners will receive, at minimum, three services per week in a setting that aids the partner in service accessibility (e.g., home, school, primary care clinics, family resource center, community agency, in-office, etc.).
- (3) Partners placed at and residing at Transitional Age Youth (TAY) Crossroads Housing program will receive at least one contact per week at their residence at Crossroads by their One Stop PSC. Their One Stop PSC will be responsible for meeting at least

one time per week with that partner's Crossroads team to ensure treatment is collaborative and comprehensive.

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

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

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

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

c) Flex Funding

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

d) Transition and Discharge

- (1) Transition of partners to less intensive treatment modalities will occur as the partner develops competencies and resources to meet recovery goals without FSP services.
- (2) A partner's progress and level of recommended care (LOCUS/CALOCUS) will be assessed every three months.

(3) Partners shall be discharged when they meet one or more of the following criteria:

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

4. Outreach and Engagement Services (O&E)

a) O&E Services

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

C. Visalia Health Care Pharmacy and Lab Usage

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

D. Ancillary Transportation

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

II. POPULATION SERVED

A. Demographics

1. CONTRACTOR shall provide services to at minimum 30 unduplicated FSP and 100 unduplicated GSD children/youth (ages 12-15) and transitional age youth (ages 16-25) with an emphasis on serving individuals who are traditionally

unserved or underserved such as individuals from Hispanic, African-American, Asian-American, and Native American communities— communities that are traditionally unserved and underserved, and of lower income in Tulare County including, but not limited to: Porterville, Terra Bella, Ducor, Poplar, Woodville, Plainview, Toneyville, Strathmore, Lindsay, and the Tule River Indian Reservation, as requested.

B. Full Service Partnership Focal Populations

1. Child/Youth Focal Population (ages 12-15)

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

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

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

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

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

- (1) Homeless or currently at risk of homelessness.
- (2) Youth aging out of:
 - (a) Child mental health system
 - (b) Child welfare system

- (c) Juvenile justice system
- (3) Youth leaving long-term institutional care:
 - (a) Level 12-14 group homes
 - (b) Community Treatment Facilities (CTF)
 - (c) Institutes for Mental Disease (IMD)
 - (d) State Hospitals
 - (e) Probation camps
- (4) Youth experiencing first psychotic break.
- (5) Co-occurring substance abuse issues are assumed to cross-cut along the entire TAY focal population described above.
- b) For transition-age youth, severe and persistent mental illness (SPMI) may include significant functional impairment in one or more major areas of functioning, (e.g., interpersonal relations, emotional, vocational, educational or self-care) for at least six (6) months due to a major mental illness. The individual's functioning is clearly below that which had been achieved before the onset of symptoms. If the disturbance begins in childhood or adolescence, however, there may be a failure to achieve the level of functioning that would have been expected for the individual rather than deterioration in functioning.

C. General System Development Focal Populations

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

III. FUNDING TYPES

MHSA Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership (FSP), General System Development (GSD), and Outreach and Engagement (OE). Time studies performed by service providers will be utilized to allocate funding. Allowable activities for each funding category are below.

A. FSP Funding (including flex funding)

- 1. Shall be used to provide a full spectrum of mental health services and community supports to partners (i.e., consumers enrolled in an FSP program) exclusively.
- 2. Flex funding will be used to support the partner for 'whatever it takes' to achieve optimal outcomes, and must be clearly linked to a goal/strategy in the care plan. The use of funds is not an entitlement.
 - a) Eligibility
 - (1) Partners of all ages, ethnicities, cultures and conditions who are actively enrolled in an FSP program, and who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible to receive flex funding.
 - (2) Partners currently receiving government assistance and/or other income are only eligible to utilize flex funding after it has been clearly established that there are insufficient funds available for

their housing, personal/community integration, vocational and other expenses.

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

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

b) Uses

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

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

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

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

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

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

c) Reimbursement

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

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

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

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

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

- B. General Systems Development Funding
 - 1. Shall be used to provide services for non-FSP consumers.
 - 2. Use of flex funding is prohibited.
- C. Outreach and Engagement Funding
 - 1. Shall be used for activities that reach out to populations that are currently receiving little or no mental health services.

IV. PROGRAM PERFORMANCE STANDARDS

- A. Active Caseload
 - 1. A Personal Service Coordinator (PSC) will have an active FSP caseload of no more than 15 partners at any given time.
- B. Service Goals
 - 1. CONTRACTOR will serve a minimum of 30 unduplicated partners, provide GSD services to a minimum of 100 unduplicated consumers, and provide outreach and engagement (OE) services to un/underserved populations as needed.
- C. Service Provision
 - 1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations.
 - 2. Services will be delivered within the standards of care of the HHSA Mental Health Services Branch and the State Department of Mental Health.
 - 3. CONTRACTOR will employ the strategies and guidelines listed throughout this Scope of Work when delivering services through the One-Stop Center.
- D. Emergency and Crisis Procedures
 - 1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
 - 2. CONTRACTOR will utilize an on-call system to ensure availability and responsiveness for urgent case management services. A trained clinical program staff person will be scheduled in advance for every day of the week for after-hours coverage. The on-call staff person will receive a stipend or on-call fee for each after-hours shift covered. The staff person will be required to carry the on-call cell phone and respond to those calls within the catchment area in a reasonable amount of time. After-hours crisis coverage will be provided by on-call personnel utilizing the on-call/call back system. CONTRACTOR will ensure that Full Service Partnership consumers will have access to 24/7 crisis coverage Pursuant to CCR, Title 9, Division 1, Chapter 14, Section 3620.

V. REPORTING STANDARDS

- A. CONTRACTOR will enter all service information in The Tulare County HHSA Management Information System (CMHC), and when deemed live by Tulare County Department of Mental Health, CONTRACTOR will properly convert to the Avatar Electronic Health Record in accordance with County procedures.
- B. CONTRACTOR will complete all reports for partners enrolled in a FSP program, in the Data Collection and Reporting System (DCR) to include: Partnership Assessment Form (PAF), Key Event Notification (KET) and 3M – Quarterly Assessment.

- C. CONTRACTOR will record demographic and service data as stipulated by COUNTY, including service location, for all consumers served, and submit a monthly QIC and narrative report to the COUNTY.
- D. CONTRACTOR's services will result in the improvement of eight negative outcomes associated with severe and persistent mental illness: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, hospitalization, homelessness and removal of children from their homes.
- E. CONTRACTOR will record, assess, and provide an annual outcomes report on all eight of these indicators by using pre, during, and post client assessments for all consumers and submit data to the COUNTY no later than 60 days after the close of the fiscal year.
- F. Data entered in the CMHC system, DCR system, monthly demographic reports, and outcome reports will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- G. CONTRACTOR shall submit a signed monthly invoice and payroll report within the close of the month after the reported period.
- H. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "A". Budget modification may be waived at COUNTY's discretion.
- I. CONTRACTOR shall itemize expenses claimed on the Flexible Funding Expense Reimbursement Claim Form, hide the Protected Health Information (PHI) and submit to the COUNTY within the close of the month after the reported period.
- J. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year
- K. A suitable representative of CONTRACTOR shall attend the regularly scheduled meetings, training sessions, seminars, or other meetings as scheduled by the Director of Mental Health or his/her designee.

VI. LOCATION AND HOURS OF OPERATION

- A. CONTRACTOR will secure enough space to adequately house all One-Stop Center Program activities, independent from CONTRACTOR's other business activities.
- B. Reception office will be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- C. FSP services will be provided 24/7 (via after hours phone coverage). Groups and appointments will be scheduled according to partners' needs.

VII. STAFFING

A. Minimum Staffing Requirements

- 1. CONTRACTOR agrees to provide the level of staffing for the One-Stop Center Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3" Budget Narrative.
 - 2. Staffing shall be provided at least at the minimum licensing requirements as set forth in Title IX, Title XIX, Title XXII, and Medi-Cal regulations where applicable or at such higher levels as necessary for some programs.
- CONTRACTOR will provide services using a Team concept as described by the Assertive Community Treatment (ACT) model.

3. CONTRACTOR will ensure that staff providing clinical supervision meet community practice standards, codes of ethics as set forth by their professional designation, and standards and regulations of the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, and the California Board of Vocational Nursing & Psychiatric Technicians.
4. CONTRACTOR will ensure that PSCs have access to the DCR system, are provided with a DCR user manual, and have received at least an hour of training on entering data into the DCR system.
5. CONTRACTOR will employ at minimum two part-time Peer Specialists to provide supportive services including, but not limited to: support groups, Wellness and Recovery Action Planning (WRAP), and life skills training. Peer Specialists will attend weekly supervision meetings, and will complete Applied Suicide Intervention Skills Training (ASIST) or Mental Health First Aid (MHFA), and WRAP certification within 90 days of hire.
6. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency as well as ASIST or MHFA and WRAP within 90 days of hire or the commencement of this contract. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by COUNTY and in coordination with the COUNTY's Cultural Competency Coordinator.

B. Additional Staffing Requirements

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

VIII. COLLABORATION

- A. CONTRACTOR will collaborate with the 211 program to update program services and contact information as often as needed.
- B. CONTRACTOR staff will meet weekly with Crossroads staff to address needs of shared partners, and to ensure services are provided collaboratively and not duplicated.

- C. CONTRACTOR will develop, in collaboration with TAY Crossroads Housing, employment and job skills training.
- D. CONTRACTOR will inform MHSA Transition and Linkages staff of the outcome of all referrals made to One Stop Program within 10 business days of referral receipt (e.g., appointment was attended, rescheduled or missed).

IX. EQUIPMENT

- A. CONTRACTOR shall utilize two (2) 7-passenger vans (one is owned and one is leased) and one (1) sedan (leased) to transport consumers to appointments, activities, groups, community resources and medical appointments to fulfill their wellness and recovery plan.
- 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.
- E. 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.

X. QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established the following standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services.

- 1. Assessment
 - A. Initial Assessment: Each individual anticipated to be served for 60 days or more shall have a comprehensive assessment performed and documented by the 61st day of service. To allow time for review and correction, Contractors should complete the assessment by the 45th day of service. This assessment shall address areas detailed in the MHP's Agreement with the California Department of Health Care Services. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) (i.e. physician, psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Registered Nurse) and the consumer and/or guardian.

- B. Assessment Update: A reevaluation/reassessment of key indicators will be performed and documented within the chart on an annual basis with reassessment of required clinical symptoms, impairments and functioning. The time frame for this update is within 60 days prior to the anniversary date of the previous assessment.
2. Plan of Care
 - A. Consumer Service Plan (CSP): The plan of care shall be completed by the Contractor when designated by the MHP. Contractor will coordinate with the MHP Clinic Team to determine responsibility for development of the CSP.
 - B. Frequency: The CSP shall be completed by the 61st day in all cases in which services will exceed 60 days. At minimum, the CSP must be updated annually, within 60 days prior to the anniversary date of the previous CSP.
 - C. Content of CSPs:
 1. Specific, observable or quantifiable goals.
 2. Proposed type(s) of intervention to address each of the functional impairments identified in the Assessment.
 3. Proposed duration of intervention(s).
 4. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature on the plan and/or reference to consumer's participation and agreement in progress notes.
 - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare consumers) and the consumer. Consumer plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the consumer plan goals.
 - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
 - A. All service entries will include the date services were provided.
 - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than 72 hours after service delivery.
 - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.
 - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
 - E. The record will be legible.
 - F. The consumer record will document referrals to community resources and other agencies, when appropriate.
 - G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
 - H. Timeliness/Frequency of Progress Notes
 1. Shall be prepared for every Service Contact including:
 - a) Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);

- b) Medication Support Services;
 - c) Crisis Intervention;
 - d) Targeted Case Management (billable or non-billable).
- 2. Shall be daily for:
 - a) Crisis Residential;
 - b) Crisis Stabilization (1x/23hr);
 - c) Day Treatment Intensive.
- 3. Shall be weekly for:
 - a) Day Treatment Intensive for Clinical Summary;
 - b) Day Rehabilitation;
 - c) Adult Residential.
- 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
 - A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to Alcohol, Drug, and Mental Health Services (ADMHS) Quality Assurance department.
 - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
 - C. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
 - D. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. County shall host training sessions regarding documentation requirements under Medi-Cal, and other related State, Federal and local regulations a minimum of two (2) times per year. Contractor shall ensure that direct service staff responsible for developing Assessments and/or CSPs attend training within 30 days of hire and annually thereafter.
 - E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
 - F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
 - G. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal consumers. Contractor shall offer hours of operation that

are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.

- H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in ADMHS' Policy and Procedure #24:
1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
 2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

Exhibit "B"
Compensation
Fiscal Year 2014/2015

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in the Scope of Work, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Seven Hundred Thousand Dollars (\$700,000.00) for the 2014/2015 Fiscal Year (FY), and shall consist of County, State, and Federal funds as shown in **Exhibit B**. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the County Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2015.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the Services – Exhibit A of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. ACCOUNTING FOR REVENUES

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating

to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Fiscal Analyst at ARoss@tularehhsa.org, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 10 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within ten (10) months from the month of service to avoid denial for late billing.
- d. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

4. COST REPORT:

- a. Within forty-five (45) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

- c. The COUNTY will withhold the final month's payment under this Agreement until such time that CONTRACTOR submits its complete Annual Cost Report.

5. RECONCILIATION AND SETTLEMENT:

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. 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 programs 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."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

7. 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-1"
Interim Rate Schedule
Fiscal Year 2014/2015

Tulare County Mental Health Agreement

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

Exhibit "B-2"

**Cost Report, Reconciliation, and Settlement
Fiscal Year 2014/2015**

**Contractor: Kings View Corporation
Program: One Stop Center – South Tulare County Program**

A. ANNUAL COST REPORT / RECONCILIATION

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County 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 B3 Budget for FY 14-15 South County One Stop

		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
PERSONNEL (staff)	FTE					
Administrative Staff (by job class)						
Program Director	0.497	14,683	14,683	14,683	14,683	58,732
Clinical staff (by job class)						
Clinician	2.000	25,784	25,784	25,784	25,784	103,136
Case Managers	2.800	26,616	26,616	26,616	26,616	106,464
Peer Specialists	1.000	4,508	4,508	4,508	4,508	18,032
Support staff (by job class)						
Administrative Specialists	1.700	14,564	14,564	14,564	14,564	58,256
Support Staff Lead	0.150	2,387	2,387	2,387	2,387	9,548
Driver	0.525	3,080	3,080	3,080	3,080	12,320
Benefits (24.44%)		22,392	22,392	22,392	22,392	89,568
Total Personnel		114,014	114,014	114,014	114,014	456,056
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		1,125	1,125	1,125	1,125	4,500
Cars (lease/owned & Gas)		4,358	4,358	4,358	4,358	17,432
Vehicle Maintenance		375	375	375	375	1,500
Car Insurance		1,179	1,179	1,179	1,179	4,716
Cell phones & plan fees		1,497	1,497	1,497	1,497	5,988
General Office Expense						
Office / Rent		5,400	5,400	5,400	5,400	21,600
Computers, software, supplies		750	750	750	750	3,000
Information Services		5,250	5,250	5,250	5,250	21,000
Copier, fax, printer expenses		1,388	1,388	1,388	1,388	5,552
Postage		50	50	50	50	200
Janitorial/Housekeeping		825	825	825	825	3,300
Phone - land lines		1,323	1,323	1,323	1,323	5,292
Communication Data Lines		705	705	705	705	2,820
Utilities / Maintenance		2,539	2,539	2,539	2,539	10,156
Office/Admin supplies		1,345	1,345	1,345	1,345	5,380
Program Supplies		1,216	1,216	1,216	1,216	4,864
Insurance: Liability/Auto/Other		967	967	967	967	3,868
FSP Flex Funding Expenses						
Medical/Medications		1,000	1,000	1,000	1,000	4,000
Total Operating Expenses		31,292	31,292	31,292	31,292	125,168

Exhibit 83 Budget for FY 14-15 South County One Stop

OTHER OPERATING EXPENSES					
Prof Services (contracted services)					
Psychiatrist - FSP	1,250	1,250	1,250	1,250	5,000
Training & Conferences					
Course Expense / Fees	1,400	1,400	1,400	1,400	5,600
Travel Expenses	284	284	284	284	1,136
Program Oversight and Evaluation					
Evaluation expense					
Indirect Expense (11%)	17,344	17,344	17,344	17,344	69,376
Wellness and Recovery Activities					
Group Supplies					
Field Trips/Social Activities					
Computers, Printing					
WRAP Materials	416	416	416	416	1,664
FSP Flex Funding Expenses					
Housing	1,250	1,250	1,250	1,250	5,000
Education / Jobs training	250	250	250	250	1,000
Clothing / Food	500	500	500	500	2,000
Transportation Assistance	500	500	500	500	2,000
Other Expenses	500	500	500	500	2,000
GSD Support					
Psychiatrist	5,000	5,000	5,000	5,000	20,000
Medical / Medications	500	500	500	500	2,000
Outreach & Engagement					
Food, clothing, supplies	500	500	500	500	2,000
Total Other Operating Expenses	29,694	29,694	29,694	29,694	118,776
Total Expenses	175,000	175,000	175,000	175,000	\$ 700,000
REVENUE					
Medi-Cal FFP	55,000	55,000	55,000	55,000	175,000
MHSA - CSS Funds	120,000	120,000	120,000	120,000	525,000
Total Revenue	175,000	175,000	175,000	175,000	\$ 700,000

Exhibit B3
Budget Narrative
Fiscal Year 2014/2015
Contractor: Kings View Corporation
Program: One Stop – South County

PERSONNEL EXPENSES (STAFF)

Classifications:

Program Director:	\$58,732
0.497 FTE of Annual salary: \$118,279 this position provides clinical supervision by Program Director (.4745 FTE) and Executive Director (.0225 FTE).	
Clinician (other):	\$103,136
2.0 FTE of average Annual salary: \$48,532 and after hours coverage	
Case Managers:	\$106,464
2.8 FTE of averaged Annual salary: \$38,022	
Peer Specialists:	\$18,032
1 FTE provided by part-time non benefitted positions	
Administrative Specialists:	\$58,256
1.70 FTE of averaged Annual salary: \$34,268	
Support Staff Lead:	\$9,548
0.15 FTE of Annual salary: \$63,648.	
Driver:	\$12,320
0.525 FTE of averaged Annual salary: \$31,654	

Payroll Taxes and Benefits:

\$89,568

24.44% of salary, this line includes all payroll taxes, health, dental, vision, and other benefits. Costs are identified by forecast of actual benefit costs and assumes continued employment of existing staff.

TOTAL PERSONNEL EXPENSES

\$456,056

OPERATING EXPENSES

Staff Supports (direct service):

Mileage:	\$4,500
Paid at the IRS rate (currently .56 per mile).	
Cars:	\$17,432
Leasing costs, registration/licensing and fuel.	
Vehicle Maintenance:	\$1,500
Repairs and usual maintenance of leased and owed vehicles	
Car Insurance	\$4,716
Cell Phones & plan fees	\$5,988

General Office Expense:

Office /Rent	\$21,600
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Exhibit B3
Budget Narrative
Fiscal Year 2014/2015
Contractor: Kings View Corporation
Program: One Stop – South County

Computers, software, supplies:	\$3,000
Anticipated replacement cost for existing equipment failure	
Information Services:	\$21,000
<ul style="list-style-type: none">• <i>Managed Internet Service Provider:</i> SPAM, virus, content filtering of e-mail & web services. HIPAA compliant configuration of firewall & intrusion detection systems. Quality of service controls.• <i>Network & Desktop Management:</i> Installation, maintenance & administration of servers, routers, switches, wiring/cables & other related equipment. Installation, maintenance & repair of desktop PCs, laptops, printers & other related equipment. Online, onsite, phone-based & emergency support-24/7 support• <i>Project Management:</i> For both application & technology; management of the planning, design, development, implementation, maintenance & support phases of a project. Post implementation quality assurance• <i>Technology Procurement:</i> Purchase equipment, software & other services from approved & authorized vendors• <i>Telecommunications Management:</i> Installation/maintenance/management of international, national, state, metro, campus & local area networks. High definition video systems for both IP, Traditional & ISDN networks• <i>Strategic Technology Planning:</i> Budget projections, technology assessment & risk management• <i>System Documentation:</i> Network diagrams, policies, procedures, floor plans, manuals & desktop configurations• <i>Application/Data Hosting:</i> Access to applications such as Office Professional; Adobe Reader, WinZip. Data files and documents stored in secured data center, daily/weekly backups. Encryption (256 bit) of email for sensitive information. Access to data/documents 24/7.• <i>First Line Support for EHRS software:</i> Level 1 triage software support for Tulare County's AVATAR application.	
Copier, fax, printer expenses:	\$5,552
Costs for a leased copier, maintenance agreement and other misc. printing costs.	
Postage:	\$200
Janitorial:	\$3,300
A janitorial service is used	
Phone – land lines:	\$5,292
Communication – Data Lines:	\$2,820
The cost of internet to maintain connection with both the Kings View network	

Exhibit B3
Budget Narrative
Fiscal Year 2014/2015
Contractor: Kings View Corporation
Program: One Stop – South County

and Tulare County's Avatar application

Utilities / Maintenance:	\$10,156
Gas and electricity and basic building repairs and maintenance	
Office/Admin Supplies:	\$5,380
Program Supplies:	\$4,864
Costs for consumer group activities, workbooks, journals and other treatment related supplies	
Liability Insurance:	\$3,868
Includes Professional, General and Property Insurance	

Flex Funding:

Medical/Medications (FSP):	\$4,000
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TOTAL OPERATING EXPENSES	\$125,168
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OTHER OPERATING EXPENSES

Prof Services (contracted services):

Psychiatrist (FSP):	\$5,000
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Training & Conferences:

Not included in this figure is the training provided in house by program director and clinicians from other Kings View programs. These trainings include DBT and clinical documentation standards.

Course Expense/Fees:	\$5,600
Travel for Trainings:	\$1,136

Program Oversight and Evaluation:

Indirect Expenses:	\$69,376
10% of expenses provides program management, fiscal services, payroll, accounts payable and human resource support. Line item is reduced from customary percentage to ensure program needs are met.	

Wellness and Recovery Activities

Group Supplies:	
Field Trips/Social Activities:	
WRAP Materials:	\$1,664
Includes wrap group supplies and activities	

FSP Expenses:

Housing:	\$5,000
Education/Job Training:	\$1,000

Exhibit B3
Budget Narrative
Fiscal Year 2014/2015
Contractor: Kings View Corporation
Program: One Stop – South County

Clothing/Food:	\$2,000
Transportation Assistance:	\$2,000
Bus passes and tokens	
Other:	\$2,000

This line is for all flexible funding costs that do not fall into the other criteria such as costs to obtain an ID card or copy of a birth certificate.

GSD Support:

Psychiatrist (GSD):	\$20,000
Medical/Medications (GSD):	\$2,000

Outreach & Engagement:

Food/Clothing, supplies:	\$2,000
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TOTAL OTHER OPERATING EXPENSES	\$118,766
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TOTAL EXPENSES	\$700,000
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REVENUE

Medi-Cal FFP	\$175,000
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MHSA CSS Funds	\$525,000
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TOTAL REVENUE	\$700,000
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Revenue estimates are based on actual rates identified on the Short/Doyle Medi-Cal Cost Report for fiscal year 2012/2013.

Exhibit "B4"
INVOICE TEMPLATE

TULARE COUNTY MHSA Fiscal Year 2014/2015 Invoice					
Invoice Date:		Service Period:			
Provider Name:		Program:			
Mailing Address:		Contact Person:			
Agreement Number:		Phone Number:			
Provider Number:		Make Checks Payable To:			
		FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Number of FSP Served Number of GSD Served					
PERSONNEL					
Staff					
	Administrative Staff (by job class)		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
	Clinical Staff (by job class)		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
	Support Staff (by job class)		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
	Benefits (%)		\$ -	\$ -	\$ -
PERSONNEL TOTAL			\$ -	\$ -	\$ -
OPERATING EXPENSES					
	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		\$ -	\$ -	\$ -
	Information Services		\$ -	\$ -	\$ -
	Copier, fax, printer expenses		\$ -	\$ -	\$ -
	Postage		\$ -	\$ -	\$ -
	Janitorial/Housekeeping		\$ -	\$ -	\$ -
	phone / comm. (land lines)		\$ -	\$ -	\$ -
	Communication Data Lines		\$ -	\$ -	\$ -
	Utilities / Maintenance		\$ -	\$ -	\$ -
	Office/Admin supplies		\$ -	\$ -	\$ -
	Program Supplies		\$ -	\$ -	\$ -
	Liability Insurance		\$ -	\$ -	\$ -
	Flex Funding				
	Medical / Medications		\$ -	\$ -	\$ -
OPERATING EXPENSES TOTAL			\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES					
	Prof Services (contracted services)				
	Psychiatry Support		\$ -	\$ -	\$ -
	Training & Conferences				
	Course Expense / Fees		\$ -	\$ -	\$ -
	Travel Expenses		\$ -	\$ -	\$ -

Exhibit "B4"
INVOICE TEMPLATE

Program Oversight and Evaluation				
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense (15%)		\$ -	\$ -	\$ -
Wellness and Recovery Activities				
Group Supplies		\$ -	\$ -	\$ -
Field Trips, Social Activities		\$ -	\$ -	\$ -
Computers/Printing		\$ -	\$ -	\$ -
WRAP Materials		\$ -	\$ -	\$ -
FSP Flex Funding				
Housing		\$ -	\$ -	\$ -
Education / Jobs training		\$ -	\$ -	\$ -
Clothing / Food		\$ -	\$ -	\$ -
Transportation Assistance		\$ -	\$ -	\$ -
Other Expenses		\$ -	\$ -	\$ -
GSD Support				
Psychiatry		\$ -	\$ -	\$ -
Medical / Medications		\$ -	\$ -	\$ -
Outreach & Engagement				
Food, clothing, supplies		\$ -	\$ -	\$ -
OTHER OPERATING EXPENSES TOTAL		\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ -	\$ -

Authorized Signature:

Program/Division

MHSA Approval:

County Approval:

EXHIBIT B-5
Electronic Health Records Software Charges
Fiscal Year 2014-2015

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 designee.

B. Obligations and Activities of CONTRACTOR

1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.

EXHIBIT "E"

CULTURAL COMPETENCE AND DIVERSITY

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

CONTRACTOR and COUNTY agree that:

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

CONTRACTOR will strive to:

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