

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **KINGS VIEW CORPORATION**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to obtain the provision of mental health services for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the County's Alcohol and Drug Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018, and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A, A-1.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B1.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Assurances

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must 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
 Phone No.: 559-624-8000
 Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

KINGS VIEW CORPORATION
 559 EAST BARDSLEY
 TULARE, CA 93274
 Phone No.: 559-688-7531
 Fax No.: 559-688-3509

(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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

KINGS VIEW CORPORATION

Date: 4/18/18

By *Leon Hoover*
Print Name LEON HOOPER
Title CEO

Date: 4/18/18

By *Jim S. Rodriguez*
Print Name JIM S. RODRIGUEZ
Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By *Michael C. Spata* 4/26/18
Deputy
Matter # 2018462

**EXHIBIT A
SCOPE OF SERVICES**

KINGS VIEW SUBSTANCE ABUSE

FISCAL YEAR 2018/2019

Brief History of Corporation

Kings View Corporation is a non-profit California corporation that was founded in 1951 as a ministry of the Mennonite Church. During World War II, Mennonites, having refused military service, worked in mental health hospitals providing services to those individuals returning from the war. A philosophy soon developed that was based on providing services that followed the example of Christ's love and compassion. In the years following the war, the Mennonite Church established mental health centers and hospitals with the purpose of assuring excellence in treatment for their own people as well as for the broader community. Kings View continues today and is governed by a volunteer board of directors appointed by Mennonite Health Services.

During the last 56 years, Kings View has been instrumental in developing and providing a wide range of behavioral health services form many counties. Currently kings View is in partnership with the following counties: Del Norte, Trinity, Plumas, Tuolumne, Merced, Madera, Fresno, Kings and Tulare. Services include a wide range of Mental Health Services and as well as comprehensive Drug and Alcohol Services. Kings View is also very proud of our telepsychiatry program. This service is available to geographic areas that have limited access to psychiatric services. This program enables providers in these areas the ability to maintain a more comprehensive system of care.

In 1970 Kings View entered into a contract with Tulare County Medical Society to provide a methadone maintenance program. Today Kings View Substance Abuse Services contracts directly with Tulare County HHS and is one of the oldest methadone maintenance programs in the Central Valley. The program is accredited by CARF (The Commission on the Accreditation of Rehabilitation Facilities, through 2010). The program staff includes a physician, three nursing staff, four counselors and administration support staff.

Mission Statement

“To provide community mental health and social services to those with limited resources, and do so in the spirit of Christ's example of love, compassion and respect for all persons.”

Services Provided

Methadone Maintenance: This program substitutes methadone for heroin. It is for those clients with a documented history of one year of dependence on opiates. Regular counseling and random urinalysis are required components of this program. The long term goals of this program are to reduce and eliminate illegal activity associated with heroin addiction, and to increase employability among clients. Each client is provided

with on-going assessment to determine his or her ability to become drug free. Tulare County will be invoiced at State established DMC rates solely for clients who are Drug Medi-Cal eligible.

Methadone Detoxification – This is an outpatient program that helps the client eliminate a physical dependence to heroin by substituting methadone (an oral, long-acting opiate medication) in gradually reducing dosages over a 180-day period. Counseling and medical assessment are also part of this program. In order to qualify for this program, clients must be currently dependent on heroin or other opiates. After detoxification, the clients are referred to outpatient treatment services. The minimum fee for this program is \$190.00 per month. Kings View will retain the entire fee for each client who enters the program, regardless of whether or not they complete the 180-day program.

Penal Code 1000 Education Program: This is a 20 session educational program for clients referred from the adult criminal justice system who are eligible for deferred entry of judgment instead of regular criminal proceeding. The classes cover a variety of topics on alcohol and other drugs. The weekly classes are currently held in Tulare and Visalia. This program receives no State, Federal or County fees, and is supported entirely through client fees, from which a 3.5% monitoring fee is paid to Tulare County per State regulations. If the rate changes Kings View shall adjust the monitoring rate accordingly.

Contact Information:

Brenda Johnson-Hill - Executive Director Behavioral Health
Cindy Gonzalez – Operations Manager
559 East Bardsley
Tulare Ca 93274
559.688.7531
BJohnson-hill@kingsview.org
cgonzales@kingsview.org

Darrell Hamilton – Regional Director SUD Programs
559.688.7531 Ext. 5008
dhamilton@kingsview.org

Leon Hoover – Chief Executive Officer
7170 Financial Drive, Suite 110
Fresno CA 93720
559.256.0100

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

**EXHIBIT B
COMPENSATION**

KINGS VIEW SUBSTANCE ABUSE

Fiscal Year 2018/2019

This Agreement is for the purpose of providing Methadone Maintenance for Drug Medi-Cal (DMC) and NNA Methadone Detoxification. DMC clients may be residents of Tulare County or anywhere from within the State of California. Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by DMC. No bona fide DMC client shall be refused services by CONTRACTOR. A DMC client shall not be charged a fee for services, other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, and California Code of Regulations (CCR).

The maximum reimbursement for FY 2018/2019 is **ONE MILLION FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$1,445,000); excluding the Drug Medi-Cal portion.** Reimbursements for NTP DMC services are settled to the lesser of the Uniform Statewide Daily Reimbursements Rate (USDR) for the services provided or the provider's usual and customary charge to the general public for similar services. Rates for NTP services are developed in accordance with California Welfare and Institutions Code Section 14021.6 and Health and Safety Code Section 11758.42. The rate for NTP services is based on a unit of services that is a daily treatment service provided.

Per ADP Bulletin #98-42 due "to the entitlement nature of DMC, providers should not be limited by a contract amount." Thus, the DMC amounts shows in the CONTRACTOR budget are simply estimates, and are not to be construed as maximums of limiting factors. However, COUNTY will not pay any expenses incurred above rate caps.

There will be no opportunity to exchange money between sources, or programs, within this Agreement, unless both parties agree to such an exchange in writing and agreeable by both parties.

Service Provided	Contract Amount
DMC Methadone Maintenance	\$1,440,000.00
Non-DMC Methadone Detoxification	\$5,000.00
Total	\$1,445,000.00

CONTRACTOR shall submit monthly invoices and DMC claims for services rendered to clients each month to the County's Accounts Receivable Unit (at 5957 S Mooney Blvd, Visalia, CA 93277). DMC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall ONLY be reimbursable to CONTRACTOR subject to payment by the State to COUNTY. Said claims will be paid according to the normal County payment cycle, based upon the annually published State-approved DMC rates.

CONTRACTOR should enter all relevant client information into AVATAR at admission, but under no circumstances shall it be entered later than five days after admission date. Drug & Alcohol Treatment Access Report (DATAR) reports are due from CONTRACTOR on the 10th of each month and are to be sent to the State according to Department of Health Care Services Substance Use Programs and COUNTY instructions. California Outcomes Measurement System (CalOMS) client data must be entered within 48 business hours of

admittance to, and discharge from, the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file claims timely, enter client information into AVATAR, DATAR, or CalOMS, COUNTY may withhold payments until such claims/invoices/entries have been made.

Records on each individual recipient of DMC services shall include diagnostic studies, records of client counseling sessions, progress notes, discharge summaries, and/or any other pertinent client information. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties.

If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past and current recipients of services of the terminated, or non-renewed, Substance Use Disorder (SUD) Program(s) must be maintained by CONTRACTOR for a minimum of 5 years or until all audit issues with the State have been satisfied, whichever is longer, although COUNTY shall have access to these records at any reasonable time.

If Federal or State funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if funding priorities are imposed by the State, the reimbursement amounts shown above may be reduced on a proportionate basis or terminated with a 30-day written notice.

It is understood that if the Department of Health Care Services, SUD Program disallows or denies DMC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

Annual Cost Report: Not later than forty-five (45) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Performance Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or designee. This will clearly separate the funding and units of service (UOS) for all CONTRACTOR programs. Final reconciliation of actual program costs versus funding received by CONTRACTOR shall be made in the Cost Report settlement process. The Performance Report will include the State worksheet labeled Document 2P(h) NTP Non-Perinatal.

An annual narrative of program progress toward outcomes shall be submitted with the annual Performance Report.

Provider Guidelines: COUNTY will provide to CONTRACTOR the "Placement Orientations Services (POS) Provider Guidelines" annually. CONTRACTOR agrees to follow the POS guidelines as stated. Any discrepancies between the provider contract and the guidelines shall be brought to COUNTY attention; corrections will be made by COUNTY accordingly. For purposes of reimbursement, authorized treatment is defined within the POS Guidelines.

EXHIBIT B-1
Electronic Health Records Software Charges
Fiscal Year 2018 - 2019

Kings View

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
OrderConnect Medication Management Prescriber yearly per user fee	\$855.00
Non-Prescriber yearly per user fee	\$159.00
EPCS Token per user	\$75.00
EPCS Subscription	\$96.00
Yearly Maintenance fee per user	\$212.60

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

Formula: [Total Maintenance Amount ÷ 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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. 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 three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General 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 including material, parts, or equipment furnished in connection with such work or operations.*
 - 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. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after 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. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, 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

Self-insured retentions must be declared and 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.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. 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.