COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY.
SERVICES AGREEMENT FORM
REVISION APPROVED 01/01/2018

TULARE	COUNTY	AGREEN	MENT NO.

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COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of TULY ("COUNTY"), and GOLDEN STATE HEALTH CENTERS INC. dba: SYLMAR HEALTH AND REHABILITATION CENTER, 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 retain the services of CONTRACTOR for the purpose of providing a comprehensive and balanced range of mental health services. COUNTY has determined the need among severely and persistently mentally disabled residents for mental health services in a closely structured rehabilitation program to improve their basic functioning; and
- **B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to COUNTY'S Mental Health Rehabilitation 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, B-1.
- **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/

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COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY SERVICES AGREEMENT

	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
\boxtimes	Exhibit E	Cultural Competence and Diversity
\boxtimes	Exhibit F	Information Confidentiality and Security Requirements
	Exhibit G	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
\boxtimes	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
	Exhibit H	Additional terms and conditions for federally-funded contracts
	Exhibit	

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

CONTRACTOR:

Golden State Health Centers Inc dba: Sylmar Health and Rehabilitation Center 12220 Foothill Boulevard Sylmar, CA. 91342

Phone No.: 818-834-5082 Fax No.: 818-834-5981

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER

2800 W. Burrel Ave. Visalia, CA 93291

Phone No.: 559-636-5005

Fax No.: 559- 733-6318

- (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.

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Date: 4-19-18

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.

GOLDEN STATE HEALTH CENTERS INC. dba: SYLMAR

HEALTH AND REHABILITATION CENTER

	Title PRS OSWT / CEO
Date: 4-20 - 18	By Me Wess
	Print Name Menacley Weiss
	Title <u>Secretur</u>
Board of Directors, the president or any vice-president (or anoth assistant secretary, the chief financial officer, or any assistant to unless the contract is accompanied by a certified copy of a reso contract. Similarly, pursuant to California Corporations Code se	res that contracts with a Corporation be signed by both (1) the chairman of the er officer having general, operational responsibilities), and (2) the secretary, any reasurer (or another officer having recordkeeping or financial responsibilities), blution of the corporation's Board of Directors authorizing the execution of the excition 17703.01, County policy requires that contracts with a Limited Liability ct is accompanied by a certified copy of the articles of organization stating that
	COUNTY OF TULARE
Date: 1/24/2018	By Chairman, Board of Supervisors
ATTEST: MICHAEL C. SPATA County Administrative Officer/Clerk of the Boar of Supervisors of the County of Tulare Example County Of Tulare Deputy Clerk	OF SUPPLIES
Approved as to Form County Counsel	COUNTY
By Act 5/2//8 Deputy 2018521	

GOLDEN STATE CENTER, INC. DBA: SYLMAR HEALTH & REHABILITATION EXHIBIT A SCOPE OF SERVICES FISCAL YEAR 2018/2019

A. DESCRIPTION OF SERVICES

In accordance with and pursuant to the terms and conditions of this Agreement, CONTRACTOR agrees to provide a basic mental health rehabilitation program as described in Title 9, Chapter 3.5 of the California Code of Regulations to assist COUNTY in meeting the needs of their target population clients who require this level of care. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self-help skills, behavioral adjustment, interpersonal relationships, prevocational preparation, and alternative placement planning. CONTRACTOR will be funded to provide a program to County residents who have been determined by the Director of Mental Health, or his designee, as appropriate for CONTRACTOR's program.

B. ELIGIBILITY

a. CONTRACTOR shall admit clients with a Diagnostic and Statistical Manual of Mental Disorders Fourth Edition (DSM-IV) diagnosis who are in need of 24-hour skilled psychiatric nursing services, clients who, without prompt and adequate treatment, are evaluated as being at risk of displaying behavioral symptoms (such as combativeness, elopement, suicide threats, and excessive verbal abusiveness) which precluded them from being admitted to a lower level of care. The frequency, scope, and severity of these behaviors are determining factors for admission, which is negotiated between COUNTY and CONTRACTOR for each client admission. Individuals, whose mental illness is deemed by COUNTY to be appropriate for acute care, individuals suffering exclusively from developmental disability, mental retardation, or physical illness without a psychiatric component, shall not be considered for admission.

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- b. A client's eligibility for admission to CONTRACTOR's facility shall be certified by COUNTY prior to admission. Eligibility for Medi-Cal will be verified or confirmed by COUNTY. Any referral source that wishes to access funding for an individual client to enter CONTRACTOR's facility must petition the Director of Mental Health for authorization by submitting a referral packet. This packet shall include, but may not be limited to:
 - A physician's order for admission with a current psychiatric evaluation that identifies why an Institution for Mental Disease (IMD) and/or Mental Health Rehabilitation Center (MHRC) is the least restrictive, most appropriate level of care where services can be safely and adequately delivered.

- 2. A current diagnosis of serious mental illness.
- 3. A list of client problems/behaviors that led to the referral.
- 4. A clear statement of what the referral source's expectations are for treatment at the facility.
- c. If the Assistant Agency Director agrees that the presented information justifies admission to CONTRACTOR's facility, or if Director of Mental Health determines that a situation exists that requires waiving the preadmission packet submission requirement, Director of Mental Health will sign an Authorization for IMD and/or MHRC Admission form authorizing treatment. At a minimum, this form shall contain clear client identification, admission date, and County approval of the admission.
- d. CONTRACTOR shall not obtain non-urgent services for any Tulare County patients without prior authorization from Director of Mental Health or those persons designated by Tulare County, said services may be provided by independent contractors. CONTRACTOR agrees that all subcontractors will perform per terms of this Agreement.
 - Where special non-authorized psychiatric services are deemed necessary, authorization by Tulare County shall be obtained as established.
- e. Notification shall be given to Tulare County if patient requires emergency hospitalization or is the subject of or committed any unusual incident.
- f. CONTRACTOR shall make available to COUNTY, on request, a list of the person who will provide services under this Agreement. This list shall state the name, title, professional degree, and job description.
- g. CONTRACTOR shall provide sufficient staffing levels so that during the provision of services under this Agreement such levels shall be in compliance with applicable state and federal law.
- h. CONTRACTOR warrants that all staff, including their subcontractors, who perform services under this Agreement, shall be fully licensed and qualified to perform such services, shall be competent in the performance of such services, and shall perform such services according to acceptable professional standards of the applicable professional community.

C. TRAINING PROGRAM CONTRACTOR

CONTRACTOR will maintain active in-service and other training programs as stipulated in Title 9, Chapter 3.5 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

D. CONTRACTOR'S STAFF

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

E. REFERRALS

Referrals to CONTRACTOR for provision of services may be made by any provider designated by the Director of Mental Health. COUNTY shall not be responsible for cost of any services, which are not made pursuant to a referral as set forth in this paragraph.

F. DISPUTES

Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

G. CLIENT MONITORING

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned case manager and CONTRACTOR's staff is vital.

- a. The purpose of the contacts will be to:
 - 1. Assure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR's facility.
 - 2. Monitor the client's participation to assure the client is making the fullest use of the program provided.
 - 3. Monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.
- b. To facilitate close coordination of services, COUNTY agrees to:
 - 1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
 - 2. Assure that the case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.
 - 3. Move clients in a timely fashion when a written discharge request is delivered.
 - 4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
 - 5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.
- c. To facilitate close coordination of services, CONTRACTOR agrees to:
 - 1. Assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
 - 2. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current

medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

- d. In providing mental health services, CONTRACTOR further agrees:
 - 1. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.
 - 2. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
 - 3. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

H. REPORTS

- a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of service performed.
- b. CONTRACTOR shall prepare a revenue collection report, which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis, and such report shall be forwarded to COUNTY with the monthly billings.
- c. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

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).

GOLDEN STATE CENTER, INC. DBA: SYLMAR HEALTH & REHABILITATION EXHIBIT B COMPENSATION FISCAL YEAR 2018/2019

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR at the daily rates approved by the California Department of Health Care Services (DHCS) for each day that each authorized County client is in CONTRACTOR's facility. These daily rates times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR to the maximum compensation of One Million Three Hundred Thousand Dollars (\$1,300,000.00). This shall consist of County, State, and Federal funds. 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.
- b. 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, 2019.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A.
- d. CONTRACTOR agrees to comply with Medi-Cal/Medicare requirements and be approved to provide Medi-Cal/Medicare services based on Medi-Cal/Medicare site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal or Medicare eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. 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.
- g. 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 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

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle.

By the tenth (10) business day of each month, CONTRACTOR shall submit a monthly invoice to:

Tulare County Health & Human Services Agency Department of Mental Health Attn: Deanna Montes 5957 S. Mooney Blvd. Visalia, CA 93291

Invoices shall be in the format approved by the Tulare County Health & Human Services Agency, Director of Mental Health. 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. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date. The invoice must be supported by a system generated report that validates services indicated on the invoice.

4. 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.

GOLDEN STATE CENTER, INC. DBA: SYLMAR HEALTH & REHABILITATION EXHIBIT B.1 RATES FISCAL YEAR 2018/2019

COMPENSATION

A. COUNTY agrees to compensate CONTRACTOR based on the level of care authorized for each day that each authorized County client is in CONTRACTOR's facility as follows:

		Basic IMD/STP	Patch	Total
1.	Augmented Program (including PATCH)	\$178.24	\$26.84	\$205.08
2.	Standard IMD Program	\$178.24	N/A	\$178.24
3.	Level A Subacute Program	\$178.24	\$58.35	\$236.59
4.	Level B Subacute Program	\$178.24	\$88.02	\$266.26
5.	Level C Subacute Program	\$178.24	\$113.02	\$291.26
6.	Leave of Absence Bed Hold Rate Reduction	\$178.24	\$-7.08	\$171.16

FEES

CONTRACTOR, with input from various sources, include the State and County, will determine the cost of services and will use this information to formulate the daily rate cost. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.

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

- 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.
- 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 CONTRACTPR 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. <u>Deductibles and Self-Insured Retentions</u>

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. <u>Acceptability of Insurance</u>

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.