

TULARE COUNTY AGREEMENT NO. 281099

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and KINGS VIEW 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 services of the CONTRACTOR to provide PATH Grant Homeless Program services as requested by the COUNTY; 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.

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, A-2.
3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B-1, B-2.
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
 SERVICES AGREEMENT**

<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 type="checkbox"/>	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

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
 PO BOX 28923
 Fresno, CA 93729
 Phone No.: 559-687-0929
 Fax No.: 559-256-0015

(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: 5/22/2018

By [Signature]
Print Name Leon Hoover
Title CEO

Date: 5/22/2018

By [Signature]
Print Name Jim Rodriguez
Title CEO

[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.]

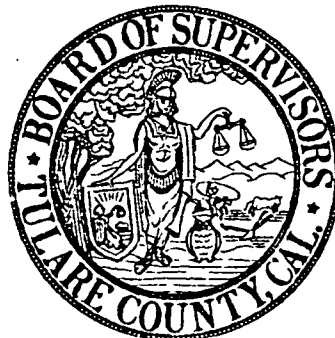
COUNTY OF TULARE

Date: 6/20/2018

By [Signature]
Chairman, Board of Supervisors

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

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By [Signature] 6/5/18
Deputy

Matter # 2018779

KINGS VIEW PATH GRANT HOMELESS PROGRAM

FY 18-19

Exhibit A - SCOPE OF WORK

- I. CONTRACTOR will provide the following:
 - a. Provide staff who will advocate for consumers in accessing and receiving mental health services, medical care, housing, educational services, food, clothing and other necessary items to assist the consumer as indicated by the consumers.
 - b. Hiring preference will be made to individuals with lived experience.
 - c. Keep actual records for the PATH Grant via the PATH computer program Homeless Management Information System (HMIS). Run quarterly reports, keep updated on changes and trainings.
 - d. Ensure all required reports are completed as requested by United Way and COUNTY.
 - e. Attend training as necessary and required by United Way.
 - f. Provide for homeless outreach at local venues such as health fairs, soup kitchens, homeless encampments and wherever the homeless may be found.
 - g. Work closely with COUNTY staff in identifying outreach opportunities for Tulare County homeless residents.
 - h. Provide guidance and serve as a role model to consumers in reaching their goals and assist in monitoring progress toward achieving those goals.
 - i. Complete all documentation of services provided to or on behalf of homeless consumers.
 - j. Achieve and maintain competence in using the HMIS system.
 - k. Assist county in preparing and maintaining Intended Use Plans.
 - l. Maintain current valid California Driver's License.
 - m. Maintain insurance requirements as set forth in Exhibit C.
 - n. Transport consumers when appropriate and as needed.
- II. Tulare County will:
 - a. Provide administrative oversight and serve as liaison to DHCS.
 - b. Work closely with CONTRACTOR to ensure grant requirements are being completed.
 - c. Provide resources and data as requested by CONTRACTOR.

COMPLIANCE ASSURANCES

The county, as recipient of grant funds, acknowledges and agrees that the county and its subcontractors shall provide services in accordance with all applicable federal and State statutes and regulations.

I hereby certify that Kings View agrees to the following:

- A. Amounts received under the PATH Formula Grant will be used solely to provide services to persons who have a serious mental illness, or have a co-occurring serious mental illness and substance abuse disorder, and who are homeless or at imminent risk of becoming homeless.
- B. PATH funds must be used to supplement, not supplant, existing services to individuals who have severe mental illness, or who have co-occurring severe mental illness and substance abuse disorders, and who are homeless or at imminent risk of becoming homeless.
- C. At a minimum, providers must provide both Outreach and Case Management. Additional grant funds shall be expended only for the following services:
 - 1. Screening and diagnostic treatment services;
 - 2. Habilitation and rehabilitation services (relating to training and education to improve the individual's functioning in the community);
 - 3. Community mental health services;
 - 4. Alcohol and/or drug treatment services;
 - 5. Staff training (for individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals require homeless services);
 - 6. Supportive and supervisory services in residential settings;
 - 7. Referrals for primary health services, job training, educational services, and relevant housing services; and
 - 8. Housing services including minor renovation, expansion, and repair of housing; planning of housing, technical assistance in applying for housing; improving the coordination of housing services; security deposits; the costs associated with matching eligible homeless individuals with appropriate housing situations; and one-time rental payment to prevent eviction.
- D. Grants will be made pursuant to Section 522(a) of the Public Health Service Act only to entities that have the capacity to provide, directly or through arrangements, the specified service(s) including coordinating the provision of service(s) in order to meet the needs of eligible homeless individuals who are both mentally ill and suffering from substance abuse.

- E. Special consideration will be given to funding entities with a demonstrated effectiveness in serving veterans who are homeless.
- F. Grant funds will not be given to any entity that has a policy of excluding individuals from mental health services due to the existence or suspicion of substance abuse or which excludes individuals from substance abuse services due to the existence or suspicion of mental illness.
- G. No more than ten percent of Federal PATH funds received shall be expended for administrative expenses. The ten percent administrative expense cap includes both the county's and the subcontractor's administrative costs in aggregate.
- H. None of the funds in this grant shall be used to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Executive Level II of the Federal Executive Pay Scale. Effective January 11, 2015, the amount is \$183,300.
- I. Not more than 20 percent of the payments will be expended for allowable housing services. The payments will not be expended to support emergency shelters or construction of housing facilities for inpatient psychiatric or inpatient substance abuse treatment costs or to make cash payments to intended recipients of mental health or substance abuse services.
- J. The description of intended use will be revised throughout the year to reflect substantial changes in the programs and activities funded through the PATH grant. Changes in services will not be provided until the appropriate approval has been received.



Signature of Contractor

5/22/2018

Date

Leon Hoover

Print Name

EXHIBIT A-2

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
- 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
Fiscal Year 2018/2019

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed One Hundred Forty Nine Thousand, Five Hundred Dollars (\$149,500.00) and 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.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in in **Exhibit A**.
- d. 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.
- e. 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 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 Fiscal Analyst at TulareMHP@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.

4. COST REPORT:

- a. Within sixty (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.

Exhibit B-1
Budget FY 2018-2019
Contractor: Kings View Corporation
Program: Projects for Assistance in Transition from Homelessness (PATH)

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
PERSONNEL (staff)						
Regional Director	0.012	376	376	376	376	1,504
Program Oversight	0.208	4,325	4,325	4,325	4,325	17,300
Human Resources	0.015	234	234	234	234	936
Fiscal Analyst	0.0075	137	137	137	137	548
Outreach Lead	0.600	6,550	6,550	6,550	6,550	26,200
Outreach Specialist I	1.054	8,300	8,300	8,300	8,300	33,200
Total Salaries		19,922	19,922	19,922	19,922	79,688
Benefits (25%)		4,995	4,995	4,995	4,995	19,980
Total Personnel	1.8965	24,917	24,917	24,917	24,917	99,668
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		175	175	175	175	700
Cars (lease/owned & gas)		3,281	3,281	3,281	3,281	13,124
Auto Insurance		500	500	500	500	2,000
General Office Expense						
Office / Rent		600	600	600	600	2,400
Printing		126	126	126	126	504
Information Systems		1,600	1,600	1,600	1,600	6,400
Janitorial/Housekeeping		150	150	150	150	600
Data connection(mifi)		75	75	75	75	300
Cell Phone		360	360	360	360	1,440
Phone (land lines)		75	75	75	75	300
Utilities / Maintenance		75	75	75	75	300
Office/Admin supplies		220	220	220	200	860
Outreach Supplies		650	650	650	650	2,600
Liability Insurance		150	150	150	150	600
Total Operating Expenses		8,037	8,037	8,037	8,017	32,128
OTHER OPERATING EXPENSES						
Other PATH Assistance		927	927	927	927	3,708
Training & Conferences						
Course Expense / Fees		100	100	100	100	400
Program Oversight and Evaluation						
Indirect Expense (10%)		3,399	3,399	3,399	3,399	13,596
Total Other Operating Expenses		4,426	4,426	4,426	4,426	17,704
Total Expenses		37,380	37,380	37,380	37,360	149,500

Exhibit B-2

Contractor: Kings View Corporation
Program: Projects for Assistance in Transition from Homelessness (PATH)

Budget Narrative FY 2018-2019

PERSONNEL EXPENSES (STAFF)

Classifications:

Program Direction: \$1,504
0.012 FTE Executive Director and Regional Director oversight and management

Admin Specialist: \$936
0.015 FTE Clerical duties for human resources, payroll and other clerical needs.

Fiscal Analyst: \$548
0.0075 FTE Fiscal duties such as invoicing, budgets and other financial needs.

Program Lead: \$17,300
0.208 FTE Quarterly & annual reporting, HMIS maintenance staff oversight and support.

Outreach Lead: \$26,200
0.60 FTE Outreach and engagement activities as identified in the scope of work.

Outreach Specialist I: \$33,200
1.054 FTE Outreach and engagement activities as identified in the scope of work.

Payroll Taxes and Benefits: \$19,980
25% of salary, costs are identified by forecast of actual benefit costs and assumes continued employment of existing staff.

TOTAL PERSONNEL EXPENSES \$99,668

OPERATING EXPENSES

Staff Supports (direct service):

Mileage: \$700
Paid at the IRS rate
Car expenses: \$13,124

Exhibit B-2

Contractor: Kings View Corporation
Program: Projects for Assistance in Transition from Homelessness (PATH)

Includes lease of two vehicles, maintenance and fuel	
Auto Insurance:	\$2,000
<u>General Office Expense:</u>	
Office Rent	\$2,400
Printing:	\$504
In house administrative printing, brochures, pamphlets.	
Information Systems:	\$6,400
Maintenance of hardware and software utilized by staff	
Janitorial/Housekeeping:	\$600
\$50 per month	
Data Connection:	\$300
\$25 per month MiFi	
Cell phone:	\$1,440
\$120 per month	
Phone (landlines):	\$300
\$25 per month	
Utilities / Maintenance:	\$300
\$25 per month	
Office/Admin Supplies:	\$860
\$72 per month	
Outreach Supplies:	\$2,600
\$50 per week	
Liability Insurance:	\$600
\$ 50 per month, includes professional and general liability insurance	
TOTAL OPERATING EXPENSES	\$32,128

Exhibit B-2

Contractor: Kings View Corporation
Program: Projects for Assistance in Transition from Homelessness (PATH)

OTHER OPERATING EXPENSES

Other PATH Assistance: \$3,708

One-time emergency assistance per PATH guidelines.

Training & Conferences:

Course Expense / Fees \$400

Program Oversight and Evaluation:

Indirect Expense \$13,596

10% of expenses provides program management, fiscal services, payroll, human resources and accounts payable.

TOTAL OTHER OPERATING EXPENSES \$17,704

TOTAL EXPENSES \$149,500

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.*

EXHIBIT C

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.