

**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 retain services of the CONTRACTOR to provide Visalia Wellness Center 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 January 29, 2019 and expires at 11:59 PM on June 30, 2020, 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 and A-2.
- 3. PAYMENT FOR SERVICES:** See attached Exhibits B, B-1 and 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
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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 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. Burrell Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

KINGS VIEW CORPORATION
 201 N. K. Street
 Tulare, CA 93274
 Phone No.:559-687-0929
 Fax No.: 559-256-7611

(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
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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.

Date: 2/8/2019

KINGS VIEW CORPORATION
By [Signature] (CFM)
Print Name Amanda Nugent Divine
Title CEO

Date: 2/8/2019

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: _____ By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature] 3/4/19
Deputy
Matter # 20182088

EXHIBIT A
Scope of Services
Fiscal Years 2018/2019-2019/2020

Contractor: Kings View Corporation
Program: Visalia Wellness Center

I. DESCRIPTION OF SERVICES/INTENT AND GOALS:

A. System-wide Program Intent and Goals

1. To develop a program tailored to Transitional Age Youth (TAY) (ages 18-24 years), adults (ages 25-59 years) and older adults (ages 60+) with Severe Mental Illness (SMI) and/or Severe Emotional Disturbance (SED), that provides an array of wellness, recovery, and resiliency-focused supportive services, that are easily accessible, consumer-centered, 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 provide an integrated array of wellness, recovery, and resiliency-focused services and reduce accessibility barriers that occur when individuals and families must navigate multiple agencies, programs, and access-procedures to receive services.
3. To reduce negative outcomes associated with severe and persistent mental illness, including, but not limited to: psychiatric hospitalization, involvement with juvenile justice system, school failure or dropout, homelessness and removal of children from their homes.

B. Description of Services

1. Mental Health treatment will not be provided on site at the Visalia Wellness Center (CENTER). Kings View Corporation (CONTRACTOR) will focus on the following wellness, recovery, and resiliency-focused activities at the CENTER.
 - a) Peer-driven support and education, opportunities for socialization, volunteer opportunities, stigma reduction, and support group activities to address and normalize mental illness and/or behavioral health challenges to achieve recovery and wellness.
 - (1) All services will be offered through the lens of a wellness and recovery-focused model that leverages the experiences and expert knowledge of consumers and family members as well as interested members of the community for the purpose of developing a wellness recovery center team. The team will address the wellness and recovery needs of the unserved and underserved cultural, ethnic, linguistic, and racial communities in Tulare County.
 - (2) Peer led support services shall include, but not be limited to the following:
 - (a) Group and individual supportive services including teaching the Wellness Recovery Action Plan (WRAP) and crisis management;

- (b) Transportation will be provided to CENTER members via bus tokens. There is a bus stop in front of the CENTER on Lovers Lane Avenue. The bus schedule and bus tokens will be made available to members;
- (c) Life skills training shall include independent living, self-sufficiency, money management, meal planning, shopping and preparation, housekeeping, health, hygiene, relaxation, leisure activities, and trauma management;
- (d) Provision of social, recreational, and leisure education and opportunities through social activities, karaoke, gardening, events and parties, music, the library, and other activities as decided upon by the Peer Advisory Committee;
- (e) Educational services including literacy and diploma completion;
- (f) Pre-employment and job readiness via volunteer and other training opportunities;
- (g) Social benefits counseling and resource linkage;
- (h) Gardening;

(3) Age appropriate curriculum for life skills and independent living shall include, but not be limited to:

- (a) Nutrition education;
- (b) Cooking instruction;
- (c) Housekeeping, shopping and meal preparation;
- (d) Personal budgeting and money management;
- (e) Problem solving and skill development utilizing WRAP;
- (f) Education on mental illness and the consumer's own role in their wellness;
- (g) Physical health and personal hygiene;
- (h) Utilizing transportation services;
- (i) Housing-locating, financing, and maintaining safe, clean, and affordable housing;
- (j) Relationship and communication skills;
- (k) Activities of daily living;
- (l) Supportive services available to cover basic needs;
- (m) Literacy.

b) Wellness, Recovery, and Resiliency Management Specific to TAY Services

(1) The Visalia Transitional Age Youth (TAY) Program for consumers aged 18 to 25 years who will attend educational and peer led support groups in a room designated for them at the CENTER. TAY shall receive peer-led wellness and recovery services and training that is tailored specific to their age group, including but not limited to:

- (a) Managing depression and anxiety;
- (b) Anger management;

- (c) Wellness Recovery Action Plan (WRAP);
- (d) Accountability;
- (e) Stigma busting;
- (f) Crisis management;
- (g) Suicide prevention;
- (h) Value of teamwork;
- (i) Leadership skills;
- (j) Value of resilience;
- (k) Dealing with bullying and peer pressure;
- (l) Communication skills;
- (m) Self-esteem and confidence;
- (n) Self-harm;
- (o) Empowerment and self-advocacy;
- (p) Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ)-Identity and gender;
- (q) Empathy.

(2) TAY shall design and implement a Youth Council which meets regularly that will provide input and direction regarding their programming. Sign in sheets and meeting minutes shall be available to the COUNTY upon request. This is designed to give the TAY participants a voice in the decision-making process and operations.

(3) TAY will be encouraged to actively participate in self-expression by participating with Tulare County My Voice Media Center to tell their story through various creative formats such as music, video, and art.

c) Wellness, Recovery and Resiliency Management for Adults 26 and Older

(1) The CENTER will provide peer-led education and support groups to adults with mental illness, as well as their family members and other support persons that are developed to educate and normalize mental illness. Group topics for this age group include, but are not limited to:

- (a) Music therapy;
- (b) Stress reduction;
- (c) Crisis management;
- (d) WRAP skills;
- (e) LGBT relationships;
- (f) Stigma reduction;
- (g) Suicide prevention;
- (h) Communication skills;
- (i) Post-Traumatic Stress Disorder (PTSD);
- (j) Relapse prevention;
- (k) Depression and anxiety;
- (l) Mindfulness;

(m)Intro to using technology - Tulare County My Voice Media Center: Graphic Design videos, social media awareness.

d) Volunteerism, Employment Services and Benefits Counseling

(1) The CENTER staff will use a consumer-driven approach to a supported employment model. The consumers will participate in the Volunteer Certification Training, which is a six-week course taught by staff on a variety of topics including: co-worker boundaries, personal responsibility, time management, and skill set development. The completion of this certification training will allow a consumer to become paid staff at the CENTER provided they pass a background check and meet other requirements determined by the CONTRACTOR prior to hiring.

(2) Employment services will provide pre-employment skills, job readiness, and job exploration services to consumers. Staff will provide resource education regarding employment services within the community and linkage to CSET. Employment services may include:

- (a) Assessment of needs including identifying consumer's skills, interests, and career goals to assist in matching the consumer to career of their choice;
- (b) Advocacy and support;
- (c) Obtaining and maintaining financial benefits;
- (d) Service planning, coordination, and monitoring;
- (e) Linkage to community and employment resources;
- (f) Education and support for family members;
- (g) Assistance in conducting a job search.

e) Family Support and Education

(1) By joining the peer-led educational and support groups, family members and support persons can find a deeper understanding of serious mental illness, develop problem solving and crisis management skills, gain emotional and social support, and become a determined advocate.

(2) In collaboration with the National Alliance on Mental Illness (NAMI), CONTRACTOR will continue to support family members by providing space within CENTER to NAMI members for peer to peer support groups.

C. Peer Advisory Committee

1. The Peer Advisory Committee will give input and direction to CONTRACTOR staff regarding the hours of operation for the CENTER and develop a list of group topics and activities.
2. The Peer Advisory Committee will be made up of a majority of consumers and family member. It may also include neighborhood residents.
3. The Peer Advisory Committee will represent the diverse population at the CENTER, and should include some bilingual members.

II. POPULATION SERVED

A. Demographics

1. CONTRACTOR shall serve Transitional Age Youth (TAY) ages 18-25 years; adults ages 26-59 years and older adults aged 60+ years as identified in the Mental Health Services Act (MHSA) plan.
2. CONTRACTOR shall have an emphasis on serving individuals who are traditionally unserved or underserved, and of lower income in Tulare County, such as individuals from Hispanic, African-American, Southeast Asian, and Native American communities.

III. PROGRAM PERFORMANCE STANDARDS

A. Active Caseload

1. A minimum of fifty (50) unique consumers will be served each month. Each consumer will follow the Intake process to ensure the Visalia Wellness Center is the appropriate location for them. The New Member Intake Form will be completed for each consumer and the Intake Process will be followed for each new consumer.

B. Service Provision

1. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and Mental Health Services Act (MHSA) Community Services and Supports (CSS) requirements to adequately serve the priority populations.
2. Documentation, electronic data and operating procedures will be reviewed to ensure compliance with HIPAA regulations.
3. CONTRACTOR will consult with COUNTY to ensure that facilities and equipment meet COUNTY expectations and correspond with approved budget (Exhibit B-1).
4. Services will be delivered within the standards of care of the Tulare County Mental Health Services Branch and the State Department of Mental Health.
5. CONTRACTOR will encourage partners and family members to help improve service delivery and provide program oversight.
6. CONTRACTOR will develop ethnic-specific strategies to eliminate disparities in access to wellness, recovery, and resiliency-focused support services for racial and ethnic populations.

C. Emergency and Crisis Procedures

1. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.

IV. REPORTING STANDARDS

A. CONTRACTOR will record demographic and service data as stipulated by COUNTY, including service type, for all consumers served, and submit a monthly data report to the COUNTY.

B. CONTRACTOR's services will result in the following outcomes:

1. Consumers seeking to participate at the Visalia Wellness Center will complete the intake and assessment process and begin orientation within one (1) operating day;

2. Cost per individual receiving services at the Wellness Center will be monitored;
3. The Wellness Center will serve fifty (50) consumers per month.
4. At least 50% of active consumers will be engaged in volunteering for pre-employment readiness;
5. At least 80% of consumers will participate and be involved in support groups and activities promoting wellness and recovery;
6. A minimum of one hundred (100) satisfaction surveys will be completed semi-annually with the goal of 85% reporting their satisfaction (strongly agree/agree) with program services;
7. A minimum of twenty-five (25) support groups and activities will be provided each week.

C. CONTRACTOR will record, assess, and provide an annual program data and outcomes report ensuring to include performance and outcomes measures within this Scope of Work, and, where applicable, pertaining to outcomes; use pre, during, and post surveys for all consumers. The annual report shall be submitted to the COUNTY no later than sixty (60) days after the close of the fiscal year.

D. A satisfaction survey approved by Tulare County, will be distributed semi-annually and data captured electronically to facilitate comparable analysis and trending over time with overall goals set by Tulare County.

E. CONTRACTOR shall submit a signed monthly invoice and payroll report within the close of the month after the reported period.

F. 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 B1. Budget modification may be declined at COUNTY's discretion.

G. 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.

V. LOCATION AND HOURS OF OPERATION

A. CONTRACTOR will provide wellness and recovery support services to consumers and family members at the Visalia Wellness Center located at 1223 S Lovers Lane, Visalia, CA 93292.

B. CENTER will be open on days and hours to be determined with the Peer Advisory Committee.

C. Groups and activities will be scheduled at the CENTER according to consumers' needs.

VI. STAFFING

A. Minimum Staffing Requirements

1. CONTRACTOR agrees to provide the level of staffing for the CENTER needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit B-2 Budget Narrative.

2. CONTRACTOR will employ, at minimum, seven (7) Peer Support Specialists (PSS) to provide supportive services including, but not limited to: support groups, WRAP, and life skills training. PSS will participate in regular staff development

meetings, and will complete Applied Suicide Intervention Skills Training (ASIST) or Mental Health First Aid (MHFA), and Wellness and Recovery Action Planning (WRAP) certification within ninety (90) days of hire.

3. CONTRACTOR staff shall be comprised of consumers and family members of consumers. The staff shall include bilingual and bicultural individuals in order to provide culturally and linguistically appropriate strength-based mental health supportive services that are consumer and family driven. All bilingual staff will be required to meet the language proficiency requirements set by the COUNTY policy. If a potential consumer requires language assistance outside the proficiency of the staff, a certified interpreter will be required.

4. 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 certification within ninety (90) days of hire or the commencement of this contract.

5. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by HHSa and in coordination with HHSa 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;
- 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 transitional age youth and older adult mental health issues.

VIII. COLLABORATION

A. CONTRACTOR will partner with other programs and community resources and offer co-location within the CENTER. This will bring services under one roof to enable the community to access what is needed. Over time, the programs will be assessed regarding availability and need and adjust when necessary. Partners shall include, but are not limited to:

1. Community Services Employment and Training (CSET) Supported Employment and Volunteer Program;
2. My Voice Media Center (satellite location);
3. Tulare County HHSa-Public Health Nurse.

- B. CONTRACTOR will provide community outreach and education by presenting to local agencies including, but not limited to: family resource centers, schools, homeless shelters, and others as requested by COUNTY.
- C. CONTRACTOR will develop partnerships with educational institutions.
- D. CONTRACTOR will collaborate with One Stop Center programs, Mobile Units, Visalia Adult Integrated Clinic (VAIC), and Visalia Mental Health Clinic (PMHC) to receive and submit referrals.
- E. CONTRACTOR will establish partnerships with One Stop programs, prevention services, and law enforcement, and submit documentation to the COUNTY detailing deliverables and responsibilities of each party within ninety (90) days of the commencement of this contract.

IX. EQUIPMENT

- A. All vehicles purchased by the County under this or previous Agreements shall have title held by the CONTRACTOR, with the County as the lien holder. In the event of dissolution or upon termination of this Agreement, CONTRACTOR shall, within ten (10) days transfer title to the COUNTY.
- B. CONTRACTOR shall maintain comprehensive and collision coverage or a qualified program of self-insurance on a primary and non-contributory basis naming the County of Tulare as an Additional Insured and as a Loss Payee. Such insurance shall have sufficient coverage to provide repair of or full replacement value of any vehicle damage or loss caused by fire, vandalism, theft or negligence. Damage to vehicles shall be appraised by an independent third party adjusting firm and County shall have final determination as to repair or replacement.
- C. CONTRACTOR shall further arrange for adequate security measures to protect the vehicles from loss or damage due to theft or vandalism.
- D. CONTRACTOR shall ensure that all vehicles operated by CONTRACTOR comply with the following:
 - 1. Comply with Department of Transportation (DOT) requirements including rules regarding drug testing;
 - 2. Ensure that only licensed drivers operate the vehicles;
 - 3. Ensure that the vehicles are used only for Tulare County clients.

EXHIBIT A-1
TULARE COUNTY MENTAL HEALTH PLAN,
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 standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. 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 as needed basis with reassessment of required clinical symptoms, impairments and functioning.

2. Plan of Care

- A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission, and updated thereafter at twelve (12) – month intervals, based on the "Open Episode" date.
- B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed thirty (30) days. At minimum, the CWP must be updated annually, within thirty (30) days prior to the anniversary date of the previous CWP.
- C. Content of CWPs:
 - 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 seventy-two (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) Case Management/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 the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format 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 the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services.
- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, twenty-four (24) hours per day, seven (7) days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
 - 2. Access to routine appointments (1st appointment within ten (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 ten (10) business day standard);
 - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery;
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. 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.

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

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 Years 2018/2019-2019/2020

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 Million Thirty-One Thousand Five Hundred Seventy-Six (\$1,031,576), 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 without a properly executed amendment.
- 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, 2019.
- d. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in in **Exhibit A**.
- e. 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.

2. 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.
- 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.

3. COST REPORT:

- a. Within sixty (60) 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.

Exhibit B-1
FY 2019-2020 Budget RFP No. 19-018
Visalia Wellness Center Budget

		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
PERSONNEL (staff by Job Class)	FTE					
Regional Director	0.10	3,095	3,095	3,095	3,095	12,380
Program Manager	1.00	15,600	15,600	15,600	15,600	62,400
Program Development Manager	0.10	1,845	1,845	1,845	1,845	7,380
Administrative Specialists	1.05	10,542	10,542	10,542	10,542	42,168
Volunteer Coordinator	1.00	11,783	11,783	11,783	11,783	47,132
Peer Support Specialists II	1.00	8,570	8,570	8,570	8,570	34,280
Peer Support Specialists I	5.50	41,241	41,241	41,241	41,241	164,964
Benefits & Taxes (23.6%)		21,239	21,239	21,239	21,239	84,956
Total Personnel	9.75	113,915	113,915	113,915	113,915	455,660
OPERATING EXPENSES						
Staff Supports						
Mileage (staff vehicle use)		500	500	500	500	2,000
Vehicle Maintenance, Fuel, Insurance		1,400	1,400	1,400	1,400	5,600
Cell phones & plan fees		450	450	450	450	1,800
Facility Expenses						
Telephone Land Lines		450	450	450	450	1,800
Data Lines		875	875	875	875	3,500
Repairs and Maintenance		874	874	874	874	3,496
General Office Expense						
Software License renewal				276		276
Copier Lease		600	600	600	600	2,400
Copier Maintenance		315	315	315	315	1,260
Information Services		2,365	2,365	2,365	2,365	9,460
Postage		50	50	50	50	200
Insurance		615	615	615	615	2,460
Printing				2,500		2,500
Food		1,800	1,800	1,800	1,800	7,200
Housekeeping Supplies		900	900	900	900	3,600
Subscriptions		0	0	0	200	200
Office/Admin supplies		750	750	750	750	3,000
Program Supplies - General		900	900	900	900	3,600
Program Supplies - Activities		225	225	225	225	900
Program Supplies - Art		600	600	600	600	2,400
Staff Recruitment		100	100	100	100	400
Other Expenses		100	100	100	100	400
Total Operating Expenses		13,869	13,869	16,645	14,069	58,452

Exhibit B-1
FY 2019-2020 Budget RFP No. 19-018
Visalia Wellness Center Budget

OTHER OPERATING EXPENSES					
Training	750	750	750	750	3,000
Transportation Assistance	450	450	450	450	1,800
Indirect Expense (11.5%)	14,833	14,833	15,152	14,856	59,674
Total Other Operating Expenses	16,033	16,033	16,352	16,056	64,474
Total Expenses	143,817	143,817	146,912	144,040	\$ 578,586

REVENUE					
MHSA Funds	143,817	143,817	146,912	144,040	578,586
Total Revenue	143,817	143,817	146,912	144,040	\$ 578,586

Exhibit B-2
Budget Narrative FY 2018 – 2019 - Startup
Visalia Wellness Center

FIXED ASSETS AND SUPPLIES

Fixed Assets – Equipment

Member Ties Software \$450

This software tracks attendance including individual activity participation. This purchases four (4) user licenses.

Vehicles (2) \$54,000

To purchase two (2) vehicles; a Nissan Rogue SUV has been quoted here. To be utilized for day-to-day operations and consumer transportation.

Phone System \$19,000

This provides for a phone system including all equipment and installation.

Sports and Activity Equipment \$4,500

This includes basketball hoop stand, ping-pong table, pool table, barbeque, karaoke equipment and a P/A sound system. Other minor sports equipment such as balls, paddles, pool sticks are here also.

Musical Instruments \$7,000

Various musical instruments including guitars.

Refrigerators (2) & Freezer (1) \$3,100

This is for two (2) large refrigerators and one (1) freezer. If one refrigerator is already in place, only one additional unit will be purchased.

Food Preparation Equipment \$1,800

This is for a professional grade icemaker, blenders, mixers, coffee makers, snow cone machine and popcorn machine.

Wall Mounted Television (2) \$2,000

This includes the TV and mounting equipment.

Computers \$14,500

Kings View Information Systems. This line includes four stations for the computer lab, one for the reception area and four (4) for staff. A laptop is also budgeted for use by the program manager.

Exhibit B-2
Budget Narrative FY 2018 – 2019 - Startup
Visalia Wellness Center

Computer peripherals \$7,000

This line item includes monitors, keyboards and mouse. Three (3) desktop printers that will be networked as well. A leased copier will be networked also for additional printing options. Also included are ergonomic keyboard and monitor arms.

Switch \$2,000

Equipment that allows communications to multiple devices from one (1) source.

Router \$2,500

Protects internal network ISP addresses.

Server \$4,000

Houses and controls software for the thin client system that will be in use at this facility.

Wireless Access Points (3) \$1,500

Equipment to expedite wireless connection at the location.

Fixed Assets – Furnishings

Tables \$4,000

Eleven tables of various shapes and sizes are included here. Most will be folding for flexibility in usage.

Chairs \$8,000

We anticipate seventy-five (75) to one hundred (100) chairs will be needed for ongoing operations.

Office décor items \$3,000

Office décor items to present a less institutionalized ambiance to the center.

Desks \$6,500

Seven desks are included here.

Storage shelves \$2,000

Various storage rack and shelving is included here for janitorial, supplies and kitchen use.

Book shelves \$2,400

Shelving for the library and offices.

File Cabinets \$3,000

This should provide for five (5) or six (6) file cabinets.

Desk Chairs \$2,000

This should provide for six (6) desk chairs for staff.

Exhibit B-2
Budget Narrative FY 2018 – 2019 - Startup
Visalia Wellness Center

Supplies

Office Supplies \$7,500

This will be used to outfit the reception area and staff offices with desk items. This will stock the program with copy paper and other staff utilized office supplies.

Total Fixed Assets and Supplies \$161,750

OTHER OPERATING EXPENSES

Initial Internet Connection \$2,300

Research was unable to confirm whether any provider of internet service in the area has existing connectivity from the street to the building. This line is included in case some installation is required. Every effort would be made to encourage the internet service provider to fund installation.

Staff Recruitment \$3,500

This will provide for advertising for staff recruitment and background checks prior to employment.

Indirect Expense \$19,268

The program will be charged the actual indirect costs but will not exceed 11.5%. The current indirect rate is 9.9%. This covers corporate management and services such as fiscal, human resource, payroll, communications, audit, compliance and accounts payable.

Total Other Operating Expenses \$25,068

TOTAL Startup funds requested \$186,818

activities. Expected hire date for 2.0 FTEs is March 1 and the remaining 3.5 FTE no later than April 1.

**Exhibit B-2
Budget Narrative FY 2018 – 2019 - 6 months
Visalia Wellness Center**

Benefits	\$22,538
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14% of salary, this line includes health, dental, vision, retirement, life insurance and long-term disability insurance.

Payroll Taxes	\$12,879
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This line includes FICA and SUI.

Workman's Compensation	\$1,700
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<u>TOTAL PERSONNEL EXPENSES</u>	\$198,106
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OPERATING EXPENSES

Staff Supports

Mileage Paid at the IRS rate	\$1,500
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Vehicle Maintenance, Fuel, Auto Insurance	\$2,025
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Cell Phones & plan fees	\$3,600
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Facility Expenses

Telephone Land lines Telephone connectivity for ten (10) months.	\$1,200
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Data lines Monthly internet connection costs for \$300 per month for six (6) months.	\$1,800
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Repairs and Maintenance Minor repairs and maintenance costs, includes pest control.	\$1,748
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General Expenses

Software licenses	\$450
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Copier Lease Costs for a leased copier for six (6) months.	\$1,200
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Copier Maintenance \$630
Agreement covers parts, repairs and toner for six months.

Exhibit B-2
Budget Narrative FY 2018 – 2019 - 6 months
Visalia Wellness Center

Information Services	\$4,730
Managed Internet Service Provider	
SPAM, virus, content filtering of e-mail & web services. HIPAA compliant configuration of firewall & intrusion detection systems. Quality of service controls.	
Network & Desktop Management	
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	
Project Management	
For both application & technology; management of the planning, design, development, implementation, maintenance & support phases of a project. Post implementation quality assurance	
Technology Procurement	
Purchase equipment, software & other services from approved & authorized vendors	
Telecommunications Management	
Installation/maintenance/management of international, national, state, metro, campus & local area networks. High definition video systems for both IP, Traditional & ISDN networks	
Strategic Technology Planning	
Budget projections, technology assessment & risk management	
System Documentation	
Network diagrams, policies, procedures, floor plans, manuals & desktop configurations	
Application/Data Hosting	
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.	
Postage	\$100
Liability & Other Insurance	\$1,230
Includes Professional Liability, General Liability and Property Insurance.	
Printing	\$2,000

Besides printing of business cards this initial budget is to cover printing of outreach and promotional materials.

Food \$1,500

Three (3) months of food at \$1,300 per month. Every effort will be made to utilize donations and food banks to contain costs.

Exhibit B-2
Budget Narrative FY 2018 – 2019 - 6 months
Visalia Wellness Center

Housekeeping Supplies \$600

Six (6) months of expense at \$100 per month.

This line item includes mops, brooms, rags and various cleaning products and paper products such as toilet paper, paper towels, cups, plates and napkins.

Subscriptions \$200

Annual cost to subscribe to the local papers including online access.

Office/Admin Supplies \$3,500

Initial purchase of basic supplies in the first three (3) months followed by \$250 per month of expense. This line item includes copy paper, toner and other staff utilized office supplies.

Program Supplies - General \$5,000

Six (6) months of expense at \$833 per month. This item includes supplies for support groups and life skill classes: workbooks, paper, pens and other miscellaneous items. These are items that will be utilized by consumers.

Program Supplies – Activities \$450

Six months of expense at \$75 per month. This item includes consumable items for activities.

Program Supplies – Arts \$4,000

This line item includes art supplies such as easels, paper and items to allow the utilization of various mediums. Six (6) months of expense at \$667 per month.

Staff Recruitment \$600

Continued staff recruitment including background checks.

Other Expense \$600

A line item to place costs that do not clearly belong elsewhere.

TOTAL OPERATING EXPENSES **\$38,663**

OTHER OPERATING EXPENSES

Training \$1,500

For staff training, every effort will be made to utilize training provided by Tulare County.

Transportation Assistance \$450

Bus passes and tokens for three (3) months at \$150 per month. Every effort will be made to obtain discounted prices for the consumers.

Indirect Expense \$27,453

The program will be charged the actual indirect costs but will not exceed 11.5%. The current indirect rate is 9.9%. This covers corporate management and services such as fiscal, human resource, payroll, communications, audit, compliance and accounts payable.

Exhibit B-2

**Budget Narrative FY 2018 – 2019 - 6 months
Visalia Wellness Center**

TOTAL OTHER OPERATING EXPENSES	\$29,403
<u>TOTAL EXPENSES FY 2018 – 2019 – 6 Months</u>	<u>\$266,172</u>
 <u>REVENUE</u>	
MHSA Funds	\$266,172
<u>TOTAL REVENUE FY 2018 – 2019 – 6 Months</u>	<u>\$266,172</u>

Exhibit B-2
Budget Narrative FY 2019 – 2020
Visalia Wellness Center

The budget for FY 2019 – 2020 covers July 2019 – June 2020.

PERSONNEL

Staff by Job Class

Regional Director \$12,380

0.10 FTE The regional director position will provide many hours of direct management in the first few months of operation. In subsequent years the FTE contribution from this position will reduce to 0.10 FTE.

Program Manager \$62,400

1.0 FTE This position provides personnel and site management of the Center.

Program Development Manager \$7,380

0.10 FTE This position will assist with program implementation and will ensure contract compliance, administrative supervision, outcome tracking and reporting.

Administrative Specialists \$42,168

1.05 FTE this position provides administrative support for the program. One FTE will be full time and located at the center; the other 0.05 FTE is a share of the local human resource and payroll.

Activities/Volunteer Coordinator \$47,132

1.0 FTE this position is responsible for maintaining records of the support groups and activities for the consumers, as well as maintaining the curriculum made available for support group leaders to plan groups with. Will take the lead in planning events for the consumers. This position is also responsible for conducting the Volunteer training as well as setting work type assignments for consumers teaching pre-employment skills.

Peer Specialists II \$34,280

1.0 FTE this position is considered a lead peer specialist with increased responsibility to provide support for the Program Manager and Coordinator.

Peer Specialists I \$164,964

5.5 FTEs provide 200 hours per week of paid peer support staff that will provide a variety of services including greeting, reception desk, leading support groups and recreational activities.

Benefits \$51,900

14% of salary, this line includes health, dental, vision, retirement, life insurance and long-term disability insurance.

Payroll Taxes \$29,656

This line includes FICA and SUI.

**Exhibit B-2
Budget Narrative FY 2019 – 2020
Visalia Wellness Center**

Workman's Compensation \$3,400

TOTAL PERSONNEL EXPENSES \$455,660

OPERATING EXPENSES

Staff Supports

Mileage \$2,000
Paid at the IRS rate

Vehicle Maintenance, Fuel, Auto Insurance \$5,600

Cell Phones & plan fees \$1,800

Facility Expenses

Telephone Land lines \$1,800

Data lines \$3,500
Monthly internet connection costs for \$292 per month.

Repairs and Maintenance \$3,496
Minor repairs and maintenance costs, includes pest control.

General Expenses

Software licenses \$276

Copier Lease \$2,400
Costs for a leased copier.

Copier Maintenance \$1,260
Agreement covers parts, repairs and toner.

Information Services \$9,460

Managed Internet Service Provider

SPAM, virus, content filtering of e-mail & web services. HIPAA compliant configuration of firewall & intrusion detection systems.

Quality of service controls.

Network & Desktop Management

Installation, maintenance & administration of servers, routers, switches, wiring/cables & other related equipment. Installation, maintenance & repair of desktop PCs, laptops, printers & other related equipment.

Exhibit B-2

Budget Narrative FY 2019 – 2020

Visalia Wellness Center

Online, onsite, phone-based & emergency support-24/7 support

Project Management

For both application & technology; management of the planning, design, development, implementation, maintenance & support phases of a project.

Post implementation quality assurance

Technology Procurement

Purchase equipment, software & other services from approved & authorized vendors

Telecommunications Management

Installation/maintenance/management of international, national, state, metro, campus & local area networks. High definition video systems for both IP, Traditional & ISDN networks

Strategic Technology Planning

Budget projections, technology assessment & risk management

System Documentation

Network diagrams, policies, procedures, floor plans, manuals & desktop configurations

Application/Data Hosting

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.

Postage \$200

Liability & Other Insurance \$2,460
Includes Professional Liability, General Liability and Property Insurance

Printing \$2,500
Printing of outreach and promotional materials.

Food \$7,200
Three months of food at \$1,333 per month. Every effort will be made to utilize donations and food banks to contain costs.

Housekeeping Supplies \$3,600

\$833 per month this line item includes mops, brooms, rags and various cleaning products and paper products such as paper towels, cups, plates and napkins.

Subscriptions \$200
Annual cost to subscribe to the local papers including online access.

Office/Admin Supplies \$3,000
\$250 per month of expense. This line item includes copy paper, toner and other staff utilized office supplies.

**Exhibit B-2
Budget Narrative FY 2019 – 2020
Visalia Wellness Center**

Program Supplies - General \$3,600
Six months of expense at \$300 per month. This item includes supplies for support groups and life skill classes: workbooks, paper, pens and other miscellaneous items. These are items that will be utilized by consumers.

Program Supplies – Activities \$900
Six months of expense at \$75 per month. This item includes consumable items for activities.

Program Supplies – Arts \$2,400
This line item includes art supplies such as easels, paper and items to allow the utilization of various mediums. Six months of expense at \$200 per month.

Staff Recruitment \$400
Continued staff recruitment including background checks.

Other Expense \$400
A line item to place costs that do not clearly belong elsewhere.

TOTAL OPERATING EXPENSES \$58,452

OTHER OPERATING EXPENSES

Training \$3,000
For staff training, every effort will be made to utilize training provided by Tulare County.

Transportation Assistance \$1,800
Bus passes and tokens for three months at \$150 per month. Every effort will be made to obtain discounted prices for the consumers.

Indirect Expense \$59,674
The program will be charged the actual indirect costs but will not exceed 11.5%. The current indirect rate is 9.9%. This covers corporate management and services such as fiscal, human resource, payroll, communications, audit, compliance and accounts payable.

TOTAL OTHER OPERATING EXPENSES \$64,474

TOTAL EXPENSES FY 2019 – 2020

\$578,586

REVENUE

MHSA Funds

\$578,586

TOTAL REVENUE FY 2019 – 2020

\$578,586

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, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Amanda Nugent Divine Date: 2/7/2019

Contractor Name Kings View

Signature Amanda Nugent Divine, CEO