#### **AGREEMENT**

**THIS AGREEMENT,** is entered into as of \_\_\_\_\_\_, between the COUNTY OF TULARE, referred to as COUNTY, and INTELEGY INC., referred to as CONTRACTOR, with reference to the following:

- A. COUNTY has begun the process of moving their Medi-cal and food stamp workforce into a single location. The workforce is also currently specialized with the Eligibility Support Assistants as well as the Eligibility Worker. Caseloads are currently assigned on a one to one relationship.
- B. COUNTY desires to eliminate caseloads and move to a 1-many service center, as an ongoing case maintenance business model.
- C. CONTRACTOR is proposing to supply Tulare County with service center and imaging process development consulting that will enable COUNTY to meet their goals for a Medi-Cal service center equipped with state of art case management with service center processes and technology to include imaging of case files.
- D. CONTRACTOR is willing to enter into this Agreement with the COUNTY to provide such services upon the terms and conditions hereinafter set forth.

# **ACCORDINGLY, IT IS AGREED:**

- 1. **TERM:** This Agreement shall become effective January 1, 2007 and shall terminate on June 30, 2008 unless terminated sooner as provided in this Agreement.
- 2. SERVICES: CONTRACTOR shall provide the services as set forth in Exhibit "A" entitled Scope of Services, be reimbursed pursuant to Exhibit "B," entitled Proposal Budget.
- 3. PAYMENT FOR SERVICES: For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit "B," which Exhibit is made part of this Agreement by reference.
- 4. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with all applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If CONTRACTOR is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, CONTRACTOR shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent Contractor(s)") and submit it to COUNTY at the time this Agreement is executed by CONTRACTOR. Failure to provide form DE-542 with complete information by the time specified may, at COUNTY'S option, prevent approval of this Agreement by COUNTY, or may be grounds for its termination by COUNTY, and COUNTY reserves the right to offset the

<b>TULARE</b>	<b>COUNTY</b>	AGREEMENT N	:.01	

amount of any fines or penalties imposed on COUNTY against any sum due or to become due.

**5. INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in Exhibit "C," which Exhibit is made part of this Agreement by reference.

# **6. INDEPENDENT CONTRACTOR STATUS:**

A. This Agreement is entered into by both parties with the understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY, and CONTRACTOR shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- 1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- 2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- 3. Withhold state or federal income tax from payments to CONTRACTOR.
- 4. Make disability insurance contributions on behalf of CONTRACTOR.
- 5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- B. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.
- 7. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term or termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

## 8. TERMINATION/SUSPENSION:

- a. Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.
- b. <u>With Cause</u>: This Agreement may be terminated by either party should the other party:
  - i. be adjudged a bankrupt, or
  - ii. become insolvent or have a receiver appointed, or
  - iii. make a general assignment for the benefit of creditors, or
  - iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
  - v. materially breach this Agreement.

For any of the occurrences except item (v.), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the nondefaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

c. <u>Effects of Termination</u>: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pretermination contract activities. Where CONTRACTOR's services have been terminated by the

County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

- Suspension of Performance: Independent of any right to terminate this d. Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- 9. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- 10. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affects the scope, meaning or intent of the provisions under the headings.

## 11. NOTICES:

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

#### **COUNTY:**

CONTRACT UNIT TULARE HEALTH & HUMAN SERVICES AGENCY 5957 S. Mooney Boulevard Visalia, CA 93277

Fax No.: 559-737-4059 Phone No.: 559-737-4686

## **CONTRACTOR:**

INTELEGY INC PO BOX 2578 DANVILLE, CA 94506

Fax No.: Phone No.: 925-855-6601

- B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change their above address or phone or fax number by giving written notice pursuant to this paragraph.
- 12. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret

any uncertainty.

- 13. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 14. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.
- 15. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- **16. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and integral parts of this Agreement.
- 17. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 18. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts as may be reasonably required to affect the purposes of this Agreement.
- 19. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- 20. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.
- 21. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees

required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

- 22. **LICENSE:** CONTRACTOR represents that they are licensed to provide intensive mental health services and agrees to notify COUNTY immediately should that status cease or should any action be initiated which may affect that status.
- 23. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain compete and accurate records with respect to any payments to employees or sub-contractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

#### **24. CONFLICT OF INTEREST:**

- A. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to Government Code section 1090 et. seq., and the Political Reform Act, Government Code section 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of COUNTY in which such officer, employee, CONTRACTOR or contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, CONTRACTOR or contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- B. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.
- 25. **SOFTWARE WARRANTY:** CONTRACTOR warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software shall not cause incorrect scheduling or reporting or other improper operations or results.

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

# COUNTY OF TULARE

Date	Ву	
		Chairman, Board of Supervisors
ATTEST: C. BRIAN HADDIX County Administrative Officer/Clerk of the Of Supervisors of the County of Tulare	Board	
By		_
INTELEGY INC		Date 1 17 07
Title CEO		·
By Carole Datson	-	
Title Director & Consultie		_
	cial officer,	all be signed by the (1) chairman of the Board, the president or a or any assistant treasurer, unless the contract is also accompanied n of the contract
Approved as to Form County Counsel		
By Circle ne follow Deputy County Counsel		Date i   4   2007
( ) ·.		

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## I. SITUATION OVERVIEW

Tulare County has begun the process of moving their medi-cal and food stamp workforce into a single location. The workforce is also currently specialized with the Eligibility Support Assistants as well as the Eligibility Worker. Caseloads are currently assigned on a 1-1 relationship. Tulare County desires to eliminate caseloads and move to a 1-many service center ongoing case maintenance business model. Concurrent to a service center implementation is the desire to implement case file imaging processes. Tulare currently owns the hardware and is upgrading the Filenet imaging software license. There is a need to create the work plan for implementation, processes and business rules that apply to imaging case file documents. Combining the development of the service center processes with the development of imaging processes may leverage Tulare County time and resources.

InTelegy Corporation is proposing to supply Tulare County with service center and imaging process development consulting that will enable the Health and Human Services Department to meet their goals for a Medi-Cal service center equipped with state of art case management and service center processes and technology to include imaging of case files. The benefits of working with InTelegy are:

- Ability to leverage InTelegy's core competencies in Service center services and significant experience with Medi-Cal Service center development.
- InTelegy's experience with document imaging projects within county Medi-Cal operations, including strategy design, imaging implementation and the use of document imaging in ongoing service center operations.
- By-pass painful learning curves and costly mistakes –utilize InTelegy proven operations methodology
- Speed of implementation leverage InTelegy's resources and experience to meet aggressive deadlines.

## **Proposed Solution:**

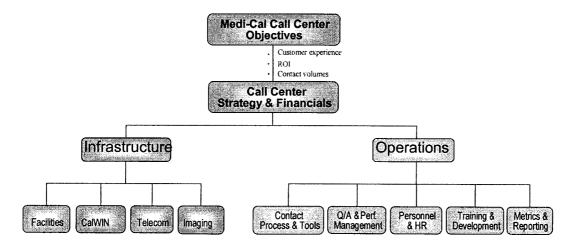
InTelegy's key experts in Medi-Cal service center design and implementation will perform the services in a phased approach. InTelegy will perform the work outlined in this proposal through a combination of onsite and offsite consultants. In order to leverage experts in specific areas like service center process, technology and training, InTelegy will utilize different consultants at different times in the contract.

#### II. SCOPE OF WORK

InTelegy's methodology for a new Service Center build is executed in three phases: Phase I-Strategy & Plan, Phase 2-Design & Implementation and Phase 3-Ongoing Operations Management. InTelegy proposes the following activities in support of the Tulare County service center build project:

# **Phase I- Service Center Strategy & Plan:**

In this initial phase, InTelegy senior consultants meet with Tulare County executives to review business objectives and define the role of the Service center in achieving them. The following areas are examined:



# Service center Objectives:

- Review & define the desired client experience and the role of the Service center
- Analyze ongoing case activity: redeterminations, discontinuations, reactivation and projected eligible and case intake
- Analyze discrete eligibility worker task breakdown, case and call handling times and data entry/case maintenance expectations
- Review Return on Investment goals
- Review current and future budget(s), state allocation standards and federal requirements for case management turnaround time
- Review the opportunity and document a recommended phased approach-
- Create a 12 month contact volume projections by channel (voice, mail, walk-in)

## Service center Strategy & Financials:

- Determine / apply service level and Service Center goals
- Examine required time and set goals for Service center representative productivity by job function and task
- Define Service Center role/integration with other Medi-Cal departments.

- Create an operating budget/proforma and ROI model with major milestones and expense associated
- Develop a Cost-Benefit analysis

#### Infrastructure:

- Conduct a Needs Analysis and develop recommendations for telecom and hardware/software requirements to support the service center initiatives
- Prepare RFP requirements documentation for telecom technology purchases, if required
- Identify the role that document imaging would have in the service center and recommend a roll out timeline for imaging as it relates to the build of a service center
- Review the existing facility and determine if there are additional requirements to support the desired Service center organization

# Operations:

- Review current staff and management; define future staffing requirements including job profiles and roles/responsibilities
- Review and estimate time requirements of phone staff, clerical staff, eligibility support assistants and case maintenance staff to define organization structure and staff requirements by position
- Review all current processes and call flows
- Review language requirements and projections
- Identify operational dependencies for the CalWIN project to ensure the service center is created to utilize the CalWIN technology
- Define processes and call flows required for a case management necessary to support desired client experience and hand offs required within the Health & Human Services organization
- Identify training needs to support process and service objectives and transition of case workers to a service center environment
- Review current reports and report availability, set key performance metrics and reporting matrices.

#### Phase I Deliverable:

- InTelegy's analysis and recommendations will be delivered in a PowerPoint presentation with back-up documentation to include a detailed excel workbook. This document will include:
  - o Proposed service center processes
  - o Proposed service center technology
  - o Cost-Benefit analysis
  - o Budget and cost estimate milestones
  - o Productivity and staffing estimates
  - o 12 month Call Volume and Workload estimates
  - o Proposed implementation timeline to include document imaging
  - o Risk Analysis documentation
  - A comprehensive project plan that details the information required functional responsibility and timelines for effective communication and coordination of the service center implementation.
  - Subcommittee charters, roles, and members identified for Phase II Implementation

# Phase I- Imaging Strategy & Plan:

InTelegy will lead the Imaging committee through the development from the strategy for documenting imaging implementation to the implementation of the technology through the service center organization. The strategy will be designed covering the following areas:

- 1) Imaging High Level Goals and Objectives
- 2) Imaging Process requirements
  - a) Legal requirements/ due diligence
  - b) New case set up (central case for multiple programs)
  - c) Indexing requirements and schema- detailed description of indexing decision
    - i) Prototype evaluation planned and implemented, results evaluated
  - d) Case file preparation, order and sequence requirements
  - e) Back file imaging plan and timeline
  - f) Ongoing and new case file imaging process

## 3) Staffing and training requirements

- a) Roles and Responsibilities with access/security requirements
- b) Resources required: back file preparation; Intake imaging, ongoing case maintenance. Imaging, programming and IT support
- c) Vendor requirements and management plan for back file imaging
- d) Training requirements: back file prep, Intake, ongoing case maintenance., other users of imaged files outside of service center

# 4) Infrastructure requirements

- a) Technology requirements: licensing and functionality requirements
- b) Paper file access and storage
- c) Facility requirements: Initial file preparation, Intake, ongoing case maintenance.

## 5) Quality Assurance Requirements

- a) Business rules for automated quality maintenance
- b) Manual quality assurance process and tools required

## 6) Phased Timeline

- a) Technology testing and strategy decisions
- b) Decision timeline with contract approval/board requirements included
- c) Back file imaging
- d) Phased-in release to the service center

Phase I Deliverable: A PowerPoint presentation will be created that covers the requirements listed for the Imaging Strategy and Plan. Back up to the presentation will be a Proforma covering the resource requirements and anticipated costs. InTelegy will participate in the delivery of this Strategy document to the Executive committee. A detailed project plan will be developed, reflecting the requirements from the imaging committee, and mirroring the timeline presented and approved. The Strategy and Plan document, along with the project plan, will be the blueprint by which the committee builds and implements imaging in the organization.

# Phase II- Service Center and Imaging Design and Implementation:

## **Project Management**

InTelegy Corporation will work with the Tulare County Health and Human Services Department leadership team to develop a project plan and associated committee workgroups for the Imaging and Service Center Design and Implementation project. InTelegy Corporation's successful process, now implemented at 4 other counties, assumes collaboration and support from many parts of the Health and Human Services organization.

InTelegy Corporation will utilize the baseline project plan developed during the Service Center Strategy and phase to start the project. The project kick off effort will include:

## Ongoing Project Management:

InTelegy will provide the Lead Service Center Expertise and project management responsibilities for the Medi-Cal service center build. In this role InTelegy will:

- Provide input and guidance on the utilization of the project plan. Maintain responsibility for consolidating and updating ongoing project plans to ensure timely completion of all related tasks.
- Follow up and escalate as necessary to ensure completion of tasks on time and on budget.
- Coordinating weekly implementation meetings, insure the project plan is updated and communicated to all participants
- Insuring that all sub-committee meetings are conducted and that the dependencies and information flow between subcommittees is communicated

Tulare County project team members will be responsible for confirming initial project plan dates and assignments and will then be expected to meet specific dates throughout the course of the project. Tulare County project team members will be expected to be in attendance at all assigned project plan meetings unless otherwise excused. Completion dates of all project plan items will be closely monitored.

#### Committee Planning:

Based on the requirements outlined in the initial project plan, and also based on what has been successful in other county implementations, InTelegy Corporation has identified committees required for a typical county service center build. Starting with these identified committees, InTelegy Corporation will work with the project sponsors to identify committee members and timing and frequency of ongoing committee meetings.

- 1. Executive Oversight
- 2. Business Process & Operations
- 3. Imaging
- 4. Service Center Technology
- 5. Communications
- 6. Training
- 7. Facilities

## Committee Kick Off:

InTelegy Corporation will organize and facilitate a committee kick off presentation/meeting. This meeting will be conducted using a PowerPoint presentation, summarizing the original Service center and Imaging Strategy and Plans, and identifying the ongoing roles and responsibilities of the committee members.

At the completion of this kick off meeting, individual committee kick off meetings will be scheduled and each committee member will have a full scope overview of the initiatives before them.

# Design and Build Detail

InTelegy Corporation will lead the design and build phase through the work accomplished at the committee level. The specific roles and responsibilities are listed by committee:

#### 1. Executive Oversight

The Executive Oversight committee will be comprised of the executive sponsors, directors and managers from Tulare County. The goal of this committee will be to provide overview and direction to the design and build effort and to identify and provide required resources and budget approval. InTelegy Corporation will lead this group through monthly meetings which will be supported by a detailed review of the progress from each committee and an updated high level timeline.

# 2. Business Process and Operations (BPO)

The Business Process and Operations committee with have the responsibility of building all of the service center processes, reporting and support tools. This committee will be comprised of key managers, supervisors and eligibility staff. This committee will be divided into sub-committees with very specific design and build responsibilities, which will roll up to the high level committee for approval and direction.

# Workflow Subcommittee:

- Workflow Business Processes: InTelegy will provide templates for the documentation of all
  work flow processes required for the Service center functions. Tulare County will write the
  workflow processes. Special attention will be paid to adapting existing business
  requirements to the Service center environment.
- Resolution and Escalation processes: InTelegy will provide a recommendations and requirements document on how to adapt existing Tulare County processes to track and ensure timely case action on Medi-Cal cases.
- Case File Management/Imaging: InTelegy will document how case files are accessed, used and updated in the service center.
- Contact flows and call guides: InTelegy will write prototype "map" documents to standardize call and email handling, to ensure consistent opening, response, trouble shooting and close. Tulare County will provide language and final editing.
- Service center Operating Procedures: InTelegy will document "Day in the Life" guidelines for all Service center representatives.

 Call routing: InTelegy will develop and deliver the initial call routing table/phone tree and associated scripting. Tulare County will document business rules for call routing and implement.

## FAQ and Job Aides Subcommittee

- FAQ's: InTelegy will structure the documentation of current frequently asked questions and define how new FAQ's will be nominated by representatives, approved and implemented on an ongoing basis. The committee members will provide the questions and answers.
- Job Aides: This subcommittee will also identify any other desk top or intranet based job aides required by the eligibility staff to ensure access to all necessary information.

# **Quality Assurance Subcommittee**

• The Quality Assurance committee will determine appropriate quality monitoring standards and create performance benchmarks. InTelegy will deliver customized monitoring forms that assist in managing agent quality, productivity and attendance, based on input and guidance provided by Tulare County. This committee will also identify CalWIN case management processes and related supervisor case review processes required for the operation.

# Reporting Subcommittee

- Key Metrics Management: In conjunction with this subcommittee, InTelegy will develop key
  metrics against which success will be measured in the service center. Service center metrics
  typically include contact volume, service level, average speed of answer, email response
  time; average contacts per hour, average handle time, revenue and sales conversion. Case
  Maintenance Metrics will include adherence to state standards, task completion timeframes
  and more.
- Reporting: InTelegy will create "Key Performance Indicators ("KPI") report templates and distribution schedules. This will include a Dashboard report and a detailed description of reports required from the phone system, CalWIN and any other supporting technologies.

# **IVR/Phone System Expertise:**

- Phone System/IVR Process Customization
  - Working with this subcommittee, InTelegy will be responsible for creating the customization plan for the IVR phone tree and scripting to support the required workflow processes and Service center operations requirements. This may include a voice selection process to identify the resource for the actual programming of the technology.

# 3. Imaging

The Imaging committee will take the approved Strategy and Plan, developed in Phase I, and will be responsible for the full implementation of the document imaging technology. This committee will include technology implementation, case file prep, back file conversion and staff training. InTelegy will lead this committee and will provide the link between the Imaging plan and the development of the Service Center workflows and operational processes.

# 4. Service Center Technology

If Tulare County will need to procure the required technology outlined in the Phase I Strategy and Plan, InTelegy we will work with the IT team on the request for proposal (RFP) process. The Service Center Technology committee will be responsible for the procurement, implementation, customization and/or programming of any technology required to support the service center.

Automatic Call Distribution Procurement and Implementation (ACD)

- Based on the RFP document developed the Needs Analysis conducted in Phase I, InTelegy will work with the county Department of Information Technologies to solicit bids from the top vendors in each area of technology.
- InTelegy will participate in the review and vendor selection for the technology purchases.
- InTelegy will participate in the review and implementation for the ACD technology purchase.

# IVR/VRU Programming and Implementation

A deliverable from the BPO IVR subcommittee will be a detailed script and call flow diagram for the IVR/VRU technology. The Technology committee will be responsible for the programming and testing of this technology.

# Reporting

A deliverable from the BPO Reporting subcommittee will be a detailed reporting plan
and requirements for reports from the ACD and phone system and to support case
maintenance task management. The Technology committee will be responsible for
developing and delivering these reports. InTelegy will support this effort by
communicating the requirements and working with the technology resources to identify
the appropriate reports, programming and testing.

# Technology Implementation

• The InTelegy consultant will guide the testing of all systems to ensure readiness for the Service Center, and work with vendor and internal IT team to make necessary changes in support of Service Center strategy.

#### 5. Communications

The Communications Committee will be responsible for developing internal and external marketing/communication materials to promote the new service center. These materials may include employee newsletter, client mailing, press articles, presentations, facility open house events and more. InTelegy will participate in this committee providing guidance and examples from other county implementations, and ensuring the appropriate communication is provide to ensure client and employee satisfaction.

#### 6. Training

Working with county staff development, program management and supervisor representation, InTelegy will create a comprehensive training agenda, including skills enhancement, process/workflow overview, operation expectations, stress and time management. The agenda

will cover the aspects of performing the ongoing eligibility duties in a service center environment. This training plan will also incorporate the logistics required to train the required staff while also maintaining appropriate levels of client service.

It is assumed that Tulare County personnel working in the service center have already received specific training on Tulare County Medi-Cal and Food Stamp policy and procedures. The training is not for new hires to the Medi-Cal Services group.

**Training Curriculum Development**: InTelegy will lead the development and delivery of the service center training utilizing InTelegy's customer service skills training curriculum and incorporating extensive customization based on Tulare County's unique requirements.

InTelegy will customize the following skills training modules for delivery to the service center staff:

- Eligibility Worker Service center Training
  - o Overview of Client Service
  - o Operations, Goals and Expectations
  - o Questioning and Listening Skills
  - o Service Center Workflow Processes
  - Service Center Technology
  - Handling Difficult Situations
  - o Time Management
  - o Stress Management
  - o Role Play and Mock Go Live
- Clerical Service center Training
  - o Service Center Workflow Processes
  - o Service Center Technology
- Supervisor Development Series
  - o Effective leading and Motivating
  - o Quality Call Review and Feedback
  - o Managing by Metrics
  - o Coaching and Counseling
  - o Managing Service Center Stress

#### 6. Facilities

InTelegy will form a Facilities committee to address the facility requirements specific to the Service Center and Imaging projects. This may include customization of an existing facility or the identification and build out of a new facility to support the new operations. InTelegy will participate in this committee to provide service center expertise and to relay to the requirements to the facility manager, ensuring that the facility designed supports the planned operation.

# **Phase III- Training and Ongoing Operations:**

# **Service Center Training Delivery:**

The InTelegy training staff will deliver the service center training plan developed in Phase II. This scope of work assumes the following class size and time requirements

Training Class	Class size limits	Days/Class
Service Center EW Class	Max 20 participants (class must include at least one supervisor)	2.5 days
Service Center Clerical	Max 20 participants	1 day
Service Center Supervisor	Max 15 participants	2 days
Train the Trainer **	Max 5 participants	1 day

<sup>\*\*</sup>Train the Trainer: After completion of the customer service representative skills training, assuming that the Tulare County designated trainer is in attendance at all classes, InTelegy will conduct a train-the-trainer instruction session to certify the Tulare County trainer to deliver the skill training to subsequent training classes. The train-the-trainer session would include review of all Leader Guides, Classroom role-play and mock training scenarios and certification.

• With agreement to this train-the-trainer session, Tulare County obtains the rights to duplicate the InTelegy training for use with subsequent customer service representative training classes. This right does not extend outside the Tulare County Medi-Cal Service center.

#### **Service Center Ongoing Operations:**

A differentiator in the InTelegy offering is our process of working with our service center clients throughout the first months of the service center operation. A consistent and proactive approach to project management will ensure that the service center implementation is smooth, that all plans are executed successfully and that the service center exceeds expectations by the end of the first year.

- On Site Service Center Deployment: Continuing in the role of Project Leader and onsite service center expert, the InTelegy consultants will continue with the initiatives outlined in the project plan for the implementation of the service center. In this role the InTelegy consultants will:
  - Manage and participate weekly post launch meetings to ensure adherence to the design and build plan for the service center process and procedures designed in phase II.
  - o Provide input to prioritize, change and enhance the newly launched service center, collect and analyze feedback on process and technology functions that may require adjustment and insure adjustments are implemented
  - o Provide continued Service center expertise through interaction with the service center management team.
- Ongoing Operations: After the initial training and launch of the service center, it will be critical that the service center management team has a resource to support them as they

learn new skills and processes. The InTelegy consultants will be responsible for ensuring adherence to process and the continued process update and enhancement effort. The InTelegy consultant will participate in weekly meetings with the service center supervisor and management team to review weekly reports from the service center. In this role they will:

- o Review representative productivity metrics
- o Provide input on coaching and counseling for individual representatives
- o Provide feedback on Service center enhancements
- o Provide coaching for Service center supervisors and managers
- O Work side by side management team to insure a transfer of knowledge in their new role as service center managers
- Review and update all workflow processes, gaining input from worker representatives and communicating all changes throughout the organization.

# III. TIMELINE

Timeline	Project and Milestone		
	Phase I Strategy and Plan		
Months 1-2	Service Center Strategy and Plan		
	Phase II Design and Implementation		
Months 3-8	Project Management		
Months 3-8	Service center Design and Build- Committee Work		
	Phase III Ongoing Operations		
Month 9	Service center Training		
Month 10	Service Center Launch		
Months 10-13	Ongoing Operations Consulting		

# V. INTELEGY EXPERIENCE

InTelegy offers award-winning expertise in building service centers that deliver outstanding customer contact. InTelegy's leadership has extensive experience in the service center arena, developing the first service centers for companies like IBM, Siemens ROLM and Pacific Bell. From this early experience we built a company based on solid methodologies and principles. InTelegy Corporation has partnered with San Mateo County, Santa Clara County, Contra Costa County, and Santa Cruz County to design and implement their Human Services Client Service centers and is currently working with Sonoma County in the strategic planning and implementation for similar service center operations and imaging systems implementation. InTelegy is currently working with Santa Cruz County in the ongoing operations of their service center as well as the design and deployment of the agency imaging system.

Our success in adding value to our county client organizations is a direct result of truly working with our county counter parts to guide and transfer service center expertise from our personnel to county employees. We do not bring an available 'project team" to the county to do the work. We bring personnel with deep service center expertise to partner with the county and work with the county employees to get the work done as well as teach a new business model. This results in projects that are on time, on budget and requires less outside consulting expense than in a traditional consulting model.

InTelegy value can best be described through our references as well as our results. Our results by county:

San Mateo County- Designed and Implemented their Medi Cal service center on time, conducting training to more than 100 county employees, ending in a successful kick off of a flagship operation for the county. This Service center was highlighted at the CWDA 2005 conference as a successful business model to emulate for County Health and Human Services Benefits/welfare operations.

<u>Santa Clara County</u>- assumed responsibility for project management of the county service center build project when the center kick off schedule was in jeopardy of slipping. Led the team that included several county department personnel to a successful launch of the service center, developed and delivered training to over 100 county employees.

Contra Costa County- Design and Implemented the Medi Cal/Food Stamp service center and developed and delivered training to over 150 county employees. The service center build and launch was accomplished during the same year as an imaging project and Cal Win launch. With InTelegy's assistance the county launched their service center on time and on budget.

Santa Cruz County- Designed and Implemented their Medi Cal/Food Stamp Service Center, developed and delivered training, currently working with county personnel in the ongoing service center operations, developed strategy for document imaging and project managed document imaging roll out.

<u>Sonoma County-</u> Developed a strategy for their Human Services service center and developed a strategy for document imaging and project managed document imaging roll out.

This experience, along with the 20+ years experience in service center design, implementation and management that each of our consultants possess and InTelegy's involvement in over 50 service center builds, supports the decision for Tulare County to employee InTelegy Corporation's support in their Medi-Cal service center project.

# VI. INTELEGY JOB DESCRIPTIONS AND RESUMES

## **Consultant Profiles**

The InTelegy team consists of ONLY Senior level expertise in: customer service operations, telecommunications management, call forecasting and budgeting, recruiting, HR compliance, training & employee development, turnover management, compensation, motivation, reporting and analysis. Our team of experts has held executive level responsibility in large /fortune 500 organizations as well as small entrepreneurial start-ups.

Experience includes:

Sun, IBM, Pacific Bell, KMPG, Zacson, Cisco, Apple, Microsoft, AT&T, Seibel, Yahoo, Gartner Group, IDG, Aspect, Commerce One, Remedy, CSAA, Santa Cruz County, San Mateo County, Santa Clara County, Mattrix, SBC, Oracle, PeopleSoft, Bank of America, Accenture, Excite@home

Responsibilities include:

CEO, VP Customer Service, VP Worldwide Technical Support, Service Center Director, VP Marketing, Vice President of Telecommunications, Director of Global Customer Training and Certification, Manager of Telebusiness, Training Center Director, Manager of Operations and Technical Support

# Vail Dutto: CEO InTelegy Corporation

- BS University of California Berkeley
- 20 years experience in service center development and management:
  - Develop, document and communicate strategic objectives, ROI and specific requirements for people, process and technology to meet and exceed stated goals for service center
  - o Gain access and agreement to objectives and requirements of service center with board level and executive management teams
  - O Assemble and coordinate team of personnel, process and technology experts to implement all aspects of service center
  - o Final review and quality control of all process documentation required in a service center
  - Experience with service center technology design and requirements: ACD, VRU, Network and Routing software: Avaya, Aspect, Nortel, Harris, Isoetec, Executone, Periphonics, Salesforce.com, Upshot, Goldmine, Microsoft CRM, Seibel and Oracle CRM
- Developed service centers for IBM, Sun Microsystems, Pac Bell and more than 20 other leading companies in California
- Created the onsite outsourcing division in a 3-year period at Zacson Corporation.
- Started InTelegy Corporation, grew business to \$9m in 4 years
- Active speaker and author on service center related topics

# Carole Dotson: Director of Consulting InTelegy Corporation

- BS Purdue University

- 12 years experience in service center design and implementation:
  - o Project plan development, organization and ongoing management
  - o Project meeting organization and facilitation, trained mediator and group facilitator
  - Service center assessment responsibilities from discovery and documentation to strategy design and presentation, financial analysis and proforma development, ROI analysis
  - Service center processes expert in both customer service and sales operations, including: workflow processes, operations processes, quality and performance management processes, call handling, scripting, best practices in customer service, business processes, data management, lead generation, sales opportunity qualification, presentation and closing
  - o Training development expert in training planning and organization, curriculum development and customization, training facilitation and presentation
  - o Managed service center technology needs design, RFP documentation and procurement processes for ACD, IVR, CTI, CRM and database applications:
  - Expert usage of project management and service center management technology tools including: MS Project, Visio, Salesforce.com, Microsoft CRM, Oracle CRM, Siebel, Goldmine and SalesLogix and more
- Responsible for design, implementation and management of InTelegy's first service center. Team grew from 6 to 30 sales representatives in 3-year period-consistently exceeding goal
- Responsible for project management, strategy and plan, design and implementation and ongoing management for more than 15 service center clients.
- Project Manager for InTelegy projects at San Mateo and Santa Clara Counties

## **Robb Moretti: Senior Consultant InTelegy Corporation**

- BA Principia College
- Over 20 years of hands-on service center management experience including:
  - Business planning and development including forecasting and operational requirements.
  - o Service center process expert in all aspects of customer service and inside sales operations management
  - O Training customization and delivery expert with over 100+ hours of service center training in Medi-Cal service centers. Facilitated agent and supervisor training classes with large class sizes, professional motivational speaker
  - Service center operations expert with experience in over 50 service center operations, responsible for employee development, call flow process adherence, productivity metrics adherence, employee recruiting, hiring and ongoing development.
- Co-founded InTelegy Corporation, 1996
- Recognized innovator in the development of sales and service applications and methodologies
- Two-time recipient of the American Teleservice Association's TELO award for "excellence and innovation"

- Lead Trainer for Santa Clara, San Mateo, Contra Costa and Santa Cruz County's Medi-Cal service center launches.
- Senior Consultant responsible for the ongoing operations of the Santa Cruz Benefits Service center.

# VII. LETTER OF INTENT

## **Terms**

1. Services are invoiced on the 1st of the month and are payable net 15 day

# **Materials**

All source documentation used to conduct this project will remain the property of their original owners.

# **Change Control**

Either party may request changes to the Statement of Work at any time. Since a change could affect the price, schedule or other terms of the agreement, both parties must approve each change before amending this document.

# Intent to Enter into Agreement for Contact center Services Based on Attached Scope of Work:

Signature below obligates Tulare County Human Services Department to the execution and payment of Phase I of the Scope of Work, not to exceed \$50,000.

# PROPOSAL BUDGET

Scope of Work Section	Hours/Rate	Total Fees	
Phase I:			
Service Center Strategy and Plan	125 hours@	\$25,000	
Turnella Standard and Dian	\$200/hr	\$5,000	
Imaging Strategy and Plan	25@\$200/hr	\$3,000	
Phase II:	1001 00155	400.750	
Project Management	130 hrs@ \$175/hr	\$22,750	
Service Center and Imaging Design and Build Consulting	580 hrs@ \$200/hr	\$116,000	
Consulting Travel (estimates includes travel	Per Diem	\$12,600	
during Phase II and Phase III consulting)	\$350 per night		
	onsite consulting		
	est. at 36 days		
Subtotal- Phase I & II		\$181,350	
Phase III:			
Training Delivery			
Eligibility Worker Training-Delivery	\$3,000/day	estimated at \$30,000	
Estimate assumes 4 classes, 2.5 days/per(10			
total days)			
Clerical Training-Delivery	\$3,000/day	estimated at \$3,000	
Estimate assumes 1 class, 1 day/per	<b>A</b> 0.11		
Supervisor Training-Delivery	\$3,750/day	estimated at \$7,500	
Estimate assumes 1 class, 2 days/per	Φ2.750/1		
Train the Trainer	\$3,750/day	estimated at \$3,750	
Estimate assumes 1 class, 1 day/per		2.1.1.1.1.1.	
CalWIN Operations Training Delivery		<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>	
		separate scope of work>	
Training Delivery Travel: Travel expenses	<u>14 days</u>	\$6,960	
related to training delivery will be billed at cost to Tulare County	Hotel=		
Tutare County 	\$150/night		
	Air = \$600/each		
	Car= \$50/day Per Diem= \$40		
Subtotal- Service Center Training	1 et Diem \$40	\$51,210	
Phase III: Ongoing Operations		7	
Service center Ongoing Operations	240 hours @ \$200/hr	\$48,000	
Total Phase I, II and III		\$280,560	

# Exhibit "C" 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 or subcontractors, if applicable.

# A. Minimum Scope & Limits of Insurance

.. .

- 1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less then \$2,000,000.
- 2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
- 3. Workers' Compensation and Employer's Liability Insurance as required by law.
- 4. Professional Errors and Omissions Insurance of \$1,000,000.

# B. Specific Provisions of the Certificate

- 1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
  - a. Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
  - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
  - c. Provide that coverage shall not be suspended, voided, canceled, reduced In coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 2. The Certificate of Insurance for Workers Compensation, should include the following:
  - a. Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

## C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

## 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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

ACORD CERTIFICATE OF LIAE	SILITY INSURANCE CSR KM INTEL-1	DATE (MM/DD/YYYY) 01/09/07
PRODUCER Crist Elliott Machette Ins. License #OB17224 2201 Broadway, Suite 725 Oakland CA 94612	THIS CERTIFICATE IS ISSUED AS A MATTE ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT A ALTER THE COVERAGE AFFORDED BY TH	R OF INFORMATION HE CERTIFICATE MEND. EXTEND OR
Phone: 510-832-8000 Fax: 510-832-5054	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: HARTFORD INSURANCE	
	INSURER B:	
Intelegy Corporation P.O. Box 2578	INSURER C:	
P.O. Bốŵ 2578 Danville CA 94506	INSURER D:	
Danville CA 34500	INSURER E:	
COVERAGES		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED	ER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY B	E ISSUED OR

POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	ADDI	ES. AGGREGATE LIMITS SHOWN MAY			POLICY EXPIRATION		
LTR INSRD TYPE OF INSURANCE			POLICY NUMBER	DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	s 1,000,000
A	X	X COMMERCIAL GENERAL LIABILITY	57SBAAU9195	08/01/06	08/01/07	PREMISES (Ea occurence)	s EXCLUDED
		CLAIMS MADE X OCCUR			ļ	MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		POLICY PRO- JECT LOC				Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY  ANY AUTO	57SBAAU9195	08/01/06	08/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	s
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY; AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE				AGGREGATE	\$
							\$
		DECUCTIBLE					\$
		RETENTION \$					\$
		KERS COMPENSATION AND				WC STATU- OTH- TORY LIMITS ER	
	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - POLICY LIMIT	S
	OTHE	ER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Tulare County, its officers, agents, employees and volunteers, individually and collectively, are additional insured as respects work performed on their behalf by the named insured. Coverage is primary and non contributory

## CERTIFICATE HOLDER

#### CANCELLATION

Tulare County Health and Human Services Agency Attn: Christina Jones 5957 S. Mooney Blvd. Visalia CA 93277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR