

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, referred to as **COUNTY**, and **KINGS VIEW CORPORATION**, a California Corporation, referred to as **CONTRACTOR**, with reference to the following:

A. **COUNTY** wishes to obtain the provision of mental health services in conformance with the Mental Health Services Act guidelines as set forth by the State of California Department of Mental Health, the Welfare & Institutions Code, Division 5, Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Mental Health and the Tulare County Mental Health Annual Plan; and

B. **CONTRACTOR** has the experience and qualifications that **COUNTY** requires to operate the service(s) applied for and deal with mentally ill persons with persistent needs; and

C. **CONTRACTOR** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein.

### **ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of July 1, 2011 and shall expire at 11:59 PM on June 30, 2012 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B, B-1, B-2, B-3 and B-4.**

### **4. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that **CONTRACTOR** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the **CONTRACTOR** or any of its agents, employees or officers as an agent, employee or officer of **COUNTY**.

(b) **CONTRACTOR** agrees to 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.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with 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.

6. **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.

7. **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 complete and accurate records with respect to any payments to employees or subcontractors. 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.

**8. CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and 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 making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/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.

**9. INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the submitting department evidence of the required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

**10. 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, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 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.

## 11. TERMINATION:

(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) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) 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
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. 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. 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 this Agreement is terminated and 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. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: 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 pre-termination 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.

(d) Suspension of Performance: Independent of any right to terminate this 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.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. **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 COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

**Fax No.:** 559-737-4059

**Phone No.:** 559-624-8000

**CONTRACTOR:**

Kings View Corporation

575 Locust Avenue, Suite 311

Fresno, CA. 93720

**Fax No.:** \_\_\_\_\_

**Phone No.:** (559) 256-0115

(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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. **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.

16. **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.

17. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

18. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. **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.

21. **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.

22. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. **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 matter, only 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.

24. **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.

25. **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.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including

discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

**26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.



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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: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**KINGS VIEW CORPORATION**

Date: 5/20/11 By [Signature]  
TITLE CFO

Date: 5/20/11 By [Signature]  
TITLE CFO

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature]  
Deputy (2011098)

Date 05/25/11

**EXHIBIT "A"**  
**Services**  
**Fiscal Year 2011/2012**

**Contractor: KINGS VIEW CORPORATION**

**Program: One-Stop Center – South Tulare County**

**I. DESCRIPTION OF SERVICES/INTENT AND GOALS:**

**A. System-Wide Program Intent and Goals**

1. To develop a center for youth and transitional age youth (TAY) with severe mental illness (SMI) and/or severe emotional disturbances (SED) where services are provided that place employment and education services, as well as family, individual, and peer-based counseling services in one location. This center will service the southern areas of Tulare County.
2. To coordinate services and collaborate with community-based organizations, public agencies, and learning institutions serving unserved and underserved populations in Tulare County.
3. To provide services to unserved and underserved populations in a manner that is easily accessible, thorough, and culturally competent.
4. To provide a One-Stop Center Program that offers seamless delivery of services that will enable the consumer to avoid navigation of multiple agencies, programs, and access procedures that create barriers to care.

**B. Description of Services and Treatment Methods**

CONTRACTOR will secure space (building) to house all One-Stop Center Program activities, independent from CONTRACTOR's current business activities. The building will contain enough space to adequately house the following services:

- Family support services partnership counseling program – individualized care
- Warm Line (Bi-Lingual twenty-four/seven, via the Personal Services Coordinator for FSPs)
- Anger management classes
- Mentoring programs
- Gang diversion, prevention, and intervention counseling
- Peer-to-peer counseling and mentoring
- Education and counseling on coping and life skills
- Create recreational activities – after school critical hours
- Vocational education, GED completion, ESL
- Parent training and mother / father involvement
- Collaboration with County Office of Education

CONTRACTOR will incorporate the following strategies for accomplishing the programmatic functions of the One-Stop Center:

- Provide culture- and gender-sensitive services in places where youth have daily activities, such as schools, primary care clinics, community programs, and in homes
- Educate providers to utilize the One-Stop Center as a coordinating function of all services
- Involve faith-based communities
- Develop a physical presence in rural and underserved community areas
- Involve consumers and family members in planning of all services

C. Hillman Pharmacy and Lab Usage

The COUNTY is dedicated to providing comprehensive care using a wide range of therapeutic modalities. Among those is COUNTY funding for medication therapy, which the COUNTY must deliver in a manner that manages resources effectively. Pursuant to Tulare County Mental Health Department Policy & Procedure #: 00-22, any individual who is being served by the CONTRACTOR shall not be permitted to use and/or access the Hillman Pharmacy for prescription medication. Policy#: 00-22 is applicable to any individual served by the CONTRACTOR in Full Service Partnership (FSP), Systems Development (SD) or Outreach and Engagement (OE) funding categories as part of this CONTRACT.

Additionally, the CONTRACTOR will not be permitted to use the Tulare County Laboratories for any individual served via this CONTRACT. This is applicable to any individual served by the CONTRACTOR in Full Service Partnership (FSP), Systems Development (SD) or Outreach and Engagement (OE) funding categories.

**II. AREAS SERVED**

The One-Stop Center location in South County will serve cities including, but not limited to, Porterville, Terra Bella, Ducor, Poplar, Woodville, Plainview, Toneyville, Strathmore, Lindsay, and the Tule River Indian Reservation, as requested.

**III. POPULATION SERVED**

A. Area Client Demographics – Age, Gender, and Ethnic Profiles

As part of the requirements of the Mental Health Services Act, CONTRACTOR must identify priority populations: children/youth (ages 12-15) and transitional age youth (ages 16-24) that include individuals who are unserved and underserved. Priority populations must also include individuals from Hispanic, African-American, Asian-American, and Native American communities, which are traditionally unserved and underserved and of lower income in Tulare County.

B. Funding Types

MHSA Community Services and Supports (CSS) funding is divided into three categories: Full Service Partnership Funds (FSP), General System Development Funds

(GSD), and Outreach and Engagement Funding (OE). These funding types are approaches to service delivery and are not categorical funds that need to be tracked separately. Time studies performed by service providers will be utilized to allocate funding. Following are the definitions and guidelines for allowable utilization of each type of funding.

**FSP** funding is to be used to provide consumers and, in some cases, their families, with “whatever it takes” to enable them to reach their mental health goals—an individualized array of services and supports that may include services that bridge the physical, emotional, social, and educational domains. In addition to traditional mental health services, as needed, the consumer may receive a full spectrum of community supportive services, which may include assistance in the areas of transportation, food, medical services, substance abuse services, rental subsidies, education, employment, child care, medical care (when not covered by Medi-Cal or other insurance), legal assistance, self-sufficiency aides (e.g., driver’s licenses, taxes, checking, etc.), material goods as needed, and so forth.

- Flexible funds will be used to support the Full-Service Partnership (FSP) client for ‘whatever it takes’ to achieve optimal outcomes. However, flexible funding is to be used for the client and not the family. Flex funds can be used for goods, supports, services and activities that are not typically funded by other sources, such as specialty camps, emergency food, gasoline, utility bills, prom clothing, celebrations, incentives for youth, and recreational activity memberships. For example, they could be used to help an adult attend a class or set up an independent living situation (e.g., kitchen items, bed, towels); or help a TAY pay for books and college fees. In addition, flexible funds will be used for food, clothing, housing, transportation, vocational assistance, etc., depending on the FSP client’s needs. Flexible funds are a temporary support, not to be used for recurring expenses. Flex funds cannot be used to purchase cars, pay mortgages, etc. Use of flex funds must be clearly linked to a goal/strategy in the care plan.

**GSD** funding is to be used to enhance mental health programs, services, and supports for all clients and families, including FSP clients, to change service delivery systems, and to build transformational programs and services. Examples include provision of client and family services such as peer support, education and advocacy services, mobile crisis teams, promoting interagency collaboration and services, and developing the capacity to provide values-driven, evidence-based, and promising clinical practices. These funds are limited to mental health services and supports. Examples include mental health treatment, rehabilitation services (including supportive housing and employment), and personal service coordination/case management.

**OE** funding is to be used to fund activities that reach out to those populations that are currently receiving little or no mental health services. Examples include mental health and primary care partnerships, faith-based agencies, tribal organizations, ethnic community-based organizations, and health clinics; outreach to organizations that help individuals who are homeless or incarcerated and that link potential clients to services; funds for clients and families to reach out to those that may be reluctant to enter the system; funds for screening of children and youth; school and primary care-based outreach to children and youth who may have serious emotional disorders, etc.

C. Active Caseload

The requirements of the MHSA state that consumers must be served through different types of funding: Full Service Partnership (FSP), Systems Development (SD) and Outreach and Engagement (OE). The base population, such as unserved and underserved clients, will also have Severe Emotional Disturbance (SED) and/or Serious Mental Illness (SMI). These priority populations must be taken into consideration when accepting consumers into the One-Stop Program. For the One-Stop Center Program – South Tulare County, the CONTRACTOR will serve a minimum of the following:

***One-Stop Center – South Tulare County***

	FSP	Sys Dev	OE	Total
FY 10/11	40	100	150	290

D. Emergency and Crisis Procedures

CONTRACTOR will utilize an on-call system to ensure availability and responsiveness for urgent case management services. A trained clinical program staff person will be scheduled in advance for every day of the week for after-hours coverage. The on-call staff person will receive a stipend or on-call fee for each after-hours shift covered. The staff person will be required to carry the on-call cell phone and respond to those calls within the catchments area in a reasonable amount of time. After-hours crisis coverage will be provided by on-call personnel utilizing the on-call/call back system.

CONTRACTOR will ensure that Full Service Partnership consumers will have access to 24/7 crisis coverage.

E. Full Service Partnership (FSP)

The FSP treatment provides consumers with a broad spectrum of services to aid in their movement towards recovery. This includes mental health services and supports, such as medication management, crisis intervention, case management and peer support. It also provides non-mental health services such as food, housing, respite care and treatment for co-occurring disorders, such as substance abuse. A key element of the FSP treatment that is different from the current usual care is that it provides a more intensive level of care and a broader range of services.

CONTRACTOR will engage the consumer in an initial psycho-social assessment by the Licensed Clinical Social Worker, or Waivered Clinical Social Worker. A comprehensive service plan will be developed by consumers, in cooperation with the Mobile Unit staff. Once the consumer has identified the services needed through the plan, a case manager will be partnered with the consumer throughout the treatment plan until such time as the consumer is transitioned to a less intensive treatment modality.

F. Full Service Partnership and Transition to Less Intensive Treatment Modalities

Transition of consumers to less intensive treatment modalities will occur as the consumer and family members (if any) develop competencies and resources to meet recovery goals without FSP services. A consumer's progress will be assessed via

ongoing and periodic evaluations; creation of a transition services plan, and gradual reduction in service levels.

G. Ancillary Transportation

A van will be used for transportation to and from the One-Stop Center and to other services as needed. The van will be equipped with First Aid kits, cell phones, and child safety seats (infants/toddlers). Travel destination logs will be created and maintained, in addition to mileage logs that include dates, times, destinations, and purpose of travel. CONTRACTOR staff will use personal vehicles to transport consumers when necessary. Staff will be paid the federal mileage reimbursement rate for use of their vehicles.

**III. PROGRAM PERFORMANCE STANDARDS**

- A. CONTRACTOR shall accept referrals according to HHSA, Mental Health Services Branch, guidelines and MHSA CSS Plan requirements.
- B. CONTRACTOR will conduct an assessment of each client referred by Tulare County Mental Health Clinics, other service providers, and/or first contact via the Mobile Units.
- C. CONTRACTOR will render services in accordance with the Tulare County Mental Health Plan and MHSA CSS Plan requirements to adequately serve the priority populations.
- D. CONTRACTOR will respond to emergency and urgent care situations as defined by California Code of Regulations (CCR) Title 9, Chapter 11.
- E. The Tulare County HHSA Management Information System (CMHC) will be used to measure CONTRACTOR's adherence to the standards set forth in this contract.
- F. Services will be delivered within the standards of care of the HHSA Mental Health Services Branch and the State Department of Mental Health.
- G. Compliance reviews of CONTRACTOR's services will result in no more than 5% disallowance per year.
- H. The Mental Health Services Act mandates that programs emphasize strategies that reduce seven negative outcomes: suicide, incarceration, prolonged suffering, school failure or dropout, unemployment, homelessness and removal of children from their homes. CONTRACTOR's services will result in the improvement of these seven negative outcomes. CONTRACTOR will assess, record, and report on all seven of these indicators by using pre, during, and post client assessments. CONTRACTOR will work with the COUNTY during the development and implementation of the COUNTY's CSS Evaluation Plan.
- I. Consumers shall be discharged when they meet the following criteria: 1) upon client's refusal of services by the legally responsible adult, 2) upon client's or legally responsible adult's unilateral decision to terminate treatment, 3) upon transfer to another

program that has been mutually agreed upon, 4) or upon mutual agreement that the goals of treatment have been met. Appropriate follow-up or other service linkages will be made.

- J. 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.
- K. It is expected that CONTRACTOR will ensure that staff responsible for clinical supervision meet community practice standards, codes of ethics as set forth by their professional designation, and standards and regulations of the Medical Board of California, California Board of Behavioral Sciences, California Board of Psychology, and the California Board of Vocational Nursing & Psychiatric Technicians.
- L. CONTRACTOR will hire culturally competent staff and require existing or newly hired staff to complete training on cultural competency within 90 days of hire. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by the HHSA Training Department and in coordination with the HHSA Cultural Competency Coordinator.

#### **IV. HOURS OF OPERATION**

7:00 AM to 6:00 PM, Monday through Friday.

#### **V. STAFFING**

##### **A. Minimum Staffing Requirements**

Staffing shall be provided at least at the minimum licensing requirements as set forth in California Code of Regulations (CCR) Title 9, Title 19, Title 22, and Medi-Cal regulations where applicable or at such higher level as necessary for some programs. CONTRACTOR agrees to provide the following minimum staffing for the One Stop Center – South Tulare County:

CONTRACTOR agrees to provide the level of staffing for the One-Stop Center – South Tulare County Program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit “B-3” Budget Narrative.

##### **B. Additional Staffing Requirements**

In addition to the above staffing and licensing requirements, CONTRACTOR staff is expected to possess the following background and be trained in the following skills, as appropriate:

- Knowledge and skills in the principles of psychosocial rehabilitation; paraprofessional staff are expected to be trained and receive paraprofessional certification within the first six months of employment;
- Understanding of traditional healing practices within the cultural context of the population served;

- Capability of addressing the diverse clients' levels of acculturation and biculturalism;
- Capability of language and cultural competency;
- Knowledge of multicultural experience;
- Hiring and retention of bilingual staff;
- Knowledge of the local community resources available to the client population and capability of strong collaboration/coordination with local providers of health and mental health services in the community;
- Knowledge of family systems theory and practice;
- Knowledge of youth, transitional age youth, adult, and older adult health and mental health issues;
- Knowledge of the causes of homelessness among transitional age youth;
- Knowledge and skills of culturally proficient assessments and diagnosis of children/youth, transitional age youth, adult, and older adult disorders; and
- Knowledge of assessment of high-risk indicators in children/youth, transitional age youth, adult, and older adult populations.



**Exhibit "B"**  
**Compensation**  
**Fiscal Year 2011/2012**

**Contractor: KINGSVIEW CORPORATION**

**Program: One Stop Center – South Tulare County**

**1. REIMBURSEMENT**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibit "B-3", subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered at CONTRACTOR clinic during a non-authorized period (e.g., after a Service Block has expired) or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A", no shows, or for services provided to ineligible individuals.

No Uniform Methods of Determining Ability to Pay (UMDAP) UMDAP is to be completed on clients receiving services for which CONTRACTOR has been funded through private or grant monies.

- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act One Stop Center – South Tulare County program.
- d. It is COUNTY's expectation that required reports or notes will be submitted within thirty (30) days of the end of each month. CONTRACTOR may not be paid if required reports or notes are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of submission by CONTRACTOR of all required documentation and in accordance with the COUNTY's normal payment cycle.

**2. REIMBURSEMENT CATEGORIES**

The total contract amount for FY 2011/2012 is \$624,343.

- a. Mental Health Services Act
  - Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$280,331. CONTRACTOR understands and agrees that COUNTY may not make payments to CONTRACTOR above the Mental Health Services Act One Stop Center – South Tulare County program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.
- b. Medi-Cal
  - Revenue generated by CONTRACTOR through primarily Medi-Cal clients is estimated at \$280,331 Federal Financial Participation and \$63,681 local match for a total of \$344,012. COUNTY shall not be obligated to pay the difference between the estimated amount above and the actual amount generated. If additional revenues above the estimated amount are generated, COUNTY and CONTRACTORS shall meet to discuss possible amendments to this agreement.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

### **3. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than ten days after the end of the month in which those expenditures were incurred.
  - The MediCal billing report shall be submitted by the last day of the month following the billing month, and shall be based on actual approved Medi Cal claims.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4".
- c. Claims for Medi-Cal Federal Financial Participation (FFP) shall be based on units of service provided by CONTRACTOR at the Statewide Maximum Allowance (SMA) rate, as detailed in Exhibit "B-1".

**EXHIBIT "B-1"**  
**INTERIM RATE SCHEDULE**  
**KINGSVEIW, INC**  
**FISCAL YEAR 2011/2012**

County of Tulare County  
Mental Health Agreement Interim Rates

<b>Service Function</b>	<b>Mode of Service Code</b>	<b>Service Function Code</b>	<b>Time Basis</b>	<b>Short-Doyle/Medical Maximum Allowance (Reimburse) Rate FY 2011/2012 (Note 1)</b>	<b>FY 2011/2012 Interim Rates</b>
OUTPATIENT SERVICES	15				
Case Management		01-09	Staff Minute	\$2.02	\$2.02
Mental Health Services - Collateral		10-19	Staff Minute	\$2.61	\$2.61
Mental Health Services		30-57, 59	Staff Minute	\$2.61	\$2.61
Therapeutic Behavioral Services		58	Staff Minute	\$2.61	\$2.61
Medication Support		60-69	Staff Minute	\$4.82	\$4.82
Crisis Intervention		70-79	Staff Minute	\$3.88	\$3.88

Note 1 – Department of Mental Health Information Notice 09-12, Enclosure

Note 2 - As the State has not adjusted the Short-Doyle/Medical Maximum Allowance (Reimburse) Rates since 2008, the rates listed on this schedule reflect the last such adjustment. In the event that the State should, during the term of this contract, change the allowed rates, the County reserves the right to change these rates to reflect the State's changes.

**Exhibit "B-2"**

**Cost Report, Reconciliation, and Settlement  
Fiscal Year 2011/2012**

**Contractor: KINGS VIEW CORPORATION  
Program: One-Stop Center – South Tulare County**

**A. ANNUAL COST REPORT / RECONCILIATION**

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHS Director of Mental Health, Deputy Director of Clinical Services, or Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

**B. RECONCILIATION/INTERIM RATE ADJUSTMENT**

COUNTY will reconcile the Annual Cost Report, and settlement will be based upon cost or Standard Maximum Allowance (SMA) rates, whichever is lower. Program cost in excess of SMA rates shall be paid from MHS funds. If the Annual Cost Report is submitted late, CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until Annual Cost Report is submitted.

**C. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS**

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers, or employees of the program or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the State are included within the phrase "repayment or reimbursement."

**D. EXCEPTIONS REGARDING REPAYMENT OR REIMBURSEMENT**

The reimbursement provisions set forth above will not be applicable if any actions or direction by COUNTY with regard to the program is the principle reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees, and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or to others, shall be paid by CONTRACTOR in accordance with this Exhibit.

**Exhibit "B-3"**  
**FY 2011/2012 Budget**

**Kings View Corporation**  
**Program: SOUTH COUNTY ONE STOP**

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
<b>PERSONNEL (staff)</b>						
Administrative Staff (by job class)		0	0	0	0	0
Clinical staff (by job class)						
Program Director	0.39	8,217	8,217	8,217	8,217	
Clinical Supervisor	1.00	14,772	14,772	14,772	14,772	
Clinician (other)	1.00	11,393	11,393	11,393	11,393	
Case Managers	2.50	24,123	24,123	24,123	24,123	
Medication support	0.125	1,503	1,503	1,503	1,503	
						240,032
Support staff (by job class)						
Administrative Specialists	1.95	15,319	15,319	15,319	15,319	
Support Staff Lead	0.20	2,444	2,444	2,444	2,444	
Driver	0.25	2,097	2,097	2,097	2,097	
Other Clerical	0.125	520	520	520	520	
						81,520
Benefits ( 25.6% percentage)		20,588	20,588	20,588	20,588	82,352
<b>Total Personnel</b>		<b>100,976</b>	<b>100,976</b>	<b>100,976</b>	<b>100,976</b>	<b>403,904</b>
<b>OPERATING EXPENSES</b>						
<b>Staff Supports (direct services)</b>						
Mileage (staff vehicle use)		625	625	625	625	2,500
Cars (lease/owned & gas)		4,996	4,997	4,997	4,997	19,987
Vehicle Maintenance		525	525	525	525	2,100
<b>General Office Expense</b>						
Office / Rent		4,800	4,800	4,800	4,800	19,200
Computers, software, supplies						0
Copier, fax, printer expenses						0
Postage		38	38	38	38	152
Janitorial/Housekeeping		675	675	675	675	2,700
Phone / Comm. (land lines)		2,565	2,565	2,565	2,565	10,260
Utilities / Maintenance		1,250	1,250	1,250	1,250	5,000
Office/Admin supplies		625	625	625	625	2,500
Program Supplies		500	500	500	500	2,000
Insurance - Liability/Auto		2,288	2,288	2,288	2,288	9,152
<b>Flex Funding</b>						
Medical / Medications		2,625	2,625	2,625	2,625	10,500
<b>Total Operating Expenses</b>		<b>21,512</b>	<b>21,513</b>	<b>21,513</b>	<b>21,513</b>	<b>86,051</b>
<b>GSD HOUSING</b>						
<b>Outreach &amp; Engagement</b>						
Temporary shelter		0	0	0	0	0
<b>Total GSD Housing</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER OPERATING EXPENSES</b>						
<b>Prof Services (contracted services)</b>						
Psychiatrist	0.09	8,160	8,160	8,160	8,160	32,640
<b>Training &amp; Conferences</b>						
<b>Program Oversight and Evaluation</b>						
Audit expense						0
Corporate Allocation		23,412	23,412	23,412	23,412	93,648
Evaluation expense						0
Indirect Expense (percentage of Personnel)						0
<b>FSP Expenses</b>						
Apartment Rent		650	650	650	650	2,600
Education / Jobs training		300	300	300	300	1,200
Clothing / Food		250	250	250	250	1,000
Transportation Assistance		200	200	200	200	800
Other Expenses						0
<b>Outreach &amp; Engagement</b>						
Food, clothing, supplies		625	625	625	625	2,500
Occupancy Pool						0
<b>Total Other Operating Expenses</b>		<b>33,597</b>	<b>33,597</b>	<b>33,597</b>	<b>33,597</b>	<b>134,388</b>
<b>Total Expenses</b>		<b>156,085</b>	<b>156,086</b>	<b>156,086</b>	<b>156,086</b>	<b>624,343</b>

**Exhibit "B-3"**  
**FY 2011/2012 Budget**  
**Kings View Corporation**  
**Program: SOUTH COUNTY ONE STOP**

Budget Narrative FY 2011-2012

**PERSONNEL EXPENSES (STAFF)**

**Classifications:**

Program Director:	\$32,868
0.39 FTE of Annual salary: \$84,276	
Clinical Supervisor:	\$59,088
1.0 FTE of Annual salary: \$59,088	
Clinician (other):	\$45,572
1.0 FTE of Annual salary: \$45,572	
Case Managers:	\$96,492
2.5 FTE of averaged Annual salary: \$38,597	
Medication Support:	\$6,012
0.125 FTE of Annual salary: \$48,096	
Administrative Specialists:	\$61,276
1.95 FTE of averaged Annual salary: \$31,140	
Support Staff Lead:	\$9,776
0.20 FTE of Annual salary: \$48,880	
Driver:	\$8,388
0.25 FTE of Annual salary: \$33,557	
Other Clerical:	\$2,080
0.125 FTE of Annual salary: \$16,640	

**Payroll Taxes and Benefits:**

	\$82,352
25.6% of salary, costs are identified by forecast of actual benefit costs and assumes continued employment of existing staff.	

<b>TOTAL PERSONNEL EXPENSES</b>	<b>\$403,904</b>
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**OPERATING EXPENSES**

**Staff Supports (direct service):**

Mileage:	\$2,500
Paid at the IRS rate of \$0.51 per mile and based on history.	
Cars:	\$19,987
Vehicle Maintenance:	\$2,100

**General Office Expense:**

Office /Rent	\$19,200
\$1,600 per month.	
Postage:	\$152
Janitorial:	\$2,700
Phone and Communication:	\$10,260
Utilities / Maintenance:	\$5,000

**Exhibit "B-3"**  
**FY 2011/2012 Budget**

**Kings View Corporation**  
**Program: SOUTH COUNTY ONE STOP**

Office/Admin Supplies:	\$2,500
Program Supplies:	\$2,000
Liability and Auto Insurance:	\$9,152

**Flex Funding:**

Medical/Medications:	\$10,500
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$86,051</b>
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**OTHER OPERATING EXPENSES**

**Prof Services (contracted services):**

Psychiatrist:	\$32,640
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**Program Oversight and Evaluation:**

Corporate Fees	\$93,648
15% of expenses provides program management, fiscal services, payroll, accounts payable and IT support.	

**FSP Expenses:**

Rent:	\$2,600
Education/Job Training:	\$1,200
Clothing/Food:	\$1,000
Transportation Assistance:	\$800

**Outreach & Engagement:**

Food/Clothing, supplies:	\$2,500
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<b>TOTAL OTHER OPERATING EXPENSES</b>	<b>\$134,388</b>
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<b>TOTAL EXPENSES</b>	<b>\$624,343</b>
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Exhibit "B4"  
INVOICE TEMPLATE

TULARE COUNTY MHSA Fiscal Year 2011/2012 Invoice					
Invoice Date:		Service Period:			
Provider Name:		Program:			
Mailing Address:		Contact Person:			
Agreement Number:		Phone Number:			
Provider Number:		Make Checks Payable To:			
Expenditures					
		FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
Number of FSP Served Number of SD Served					
<b>PERSONNEL</b>					
Staff					
	Program Director		\$ -	\$ -	\$ -
	Family/Personal Service Coordinator		\$ -	\$ -	\$ -
	Family Specialist		\$ -	\$ -	\$ -
	Unlicensed Staff		\$ -	\$ -	\$ -
	Program Supervisor		\$ -	\$ -	\$ -
	Case Managers		\$ -	\$ -	\$ -
	Other Clinician		\$ -	\$ -	\$ -
	Peer Counselors		\$ -	\$ -	\$ -
	Education / Employment		\$ -	\$ -	\$ -
	Regional Management Pool		\$ -	\$ -	\$ -
	Driver		\$ -	\$ -	\$ -
	Clerical		\$ -	\$ -	\$ -
Benefits			\$ -	\$ -	\$ -
<b>PERSONNEL TOTAL</b>			\$ -	\$ -	\$ -
<b>OPERATING EXPENSES</b>					
Mobile Unit					
	Gas		\$ -	\$ -	\$ -
	Maintenance		\$ -	\$ -	\$ -
	Repairs		\$ -	\$ -	\$ -
	Insurance		\$ -	\$ -	\$ -
Staff Supports (direct services)					
	Mileage (staff vehicle use)		\$ -	\$ -	\$ -
	Cars (lease/owned & gas)		\$ -	\$ -	\$ -
	Vehicle Maintenance		\$ -	\$ -	\$ -
	Car insurance		\$ -	\$ -	\$ -
	Cell phones & plan fees		\$ -	\$ -	\$ -
General Office Expense					
	Office / Rent		\$ -	\$ -	\$ -
	Computers, software, supplies		\$ -	\$ -	\$ -
	Copier, fax, printer expenses		\$ -	\$ -	\$ -
	Postage		\$ -	\$ -	\$ -
	Janitorial/Housekeeping		\$ -	\$ -	\$ -
	phone / comm. (land lines)		\$ -	\$ -	\$ -
	Utilities / Maintenance		\$ -	\$ -	\$ -
	Office/Admin supplies		\$ -	\$ -	\$ -
	Program Supplies		\$ -	\$ -	\$ -
	Fees, Insurance		\$ -	\$ -	\$ -
	Staff meetings		\$ -	\$ -	\$ -
Flex Funding					
	Medical / Medications		\$ -	\$ -	\$ -
<b>OPERATING EXPENSES TOTAL</b>			\$ -	\$ -	\$ -
<b>GSD HOUSING</b>					
Outreach & Engagement					
	Temporary shelter		\$ -	\$ -	\$ -
<b>GSD HOUSING TOTAL</b>			\$ -	\$ -	\$ -



Exhibit "B4"  
INVOICE TEMPLATE

	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
<b>OTHER OPERATING EXPENSES</b>				
<b>Prof Services</b>				
AOD Treatment		\$ -	\$ -	\$ -
Healthcare Providers		\$ -	\$ -	\$ -
TYSB Contract		\$ -	\$ -	\$ -
Interpreter		\$ -	\$ -	\$ -
Psychiatry Support		\$ -	\$ -	\$ -
Telepsychiatry Hrs/Wk		\$ -	\$ -	\$ -
<b>Training &amp; Conferences</b>				
Course Expense / Fees		\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -
Per Diem		\$ -	\$ -	\$ -
<b>Program Oversight and Evaluation</b>				
Audit expense		\$ -	\$ -	\$ -
Corporate Allocation		\$ -	\$ -	\$ -
Evaluation expense		\$ -	\$ -	\$ -
Indirect Expense		\$ -	\$ -	\$ -
<b>FSP Expenses</b>				
Community Building Activities		\$ -	\$ -	\$ -
Rent		\$ -	\$ -	\$ -
Utilities		\$ -	\$ -	\$ -
Apartment Set-up		\$ -	\$ -	\$ -
Apartment Maintenance & Repair		\$ -	\$ -	\$ -
Housing & Utilities		\$ -	\$ -	\$ -
Education / Jobs		\$ -	\$ -	\$ -
Clothing / Food		\$ -	\$ -	\$ -
Travel		\$ -	\$ -	\$ -
Other Expenses		\$ -	\$ -	\$ -
<b>Telepsychiatry</b>				
Equipment lease, maintenance		\$ -	\$ -	\$ -
Satellite / Line fees		\$ -	\$ -	\$ -
Translation service		\$ -	\$ -	\$ -
<b>Outreach &amp; Engagement</b>				
Food, clothing, supplies		\$ -	\$ -	\$ -
Occupancy Pool		\$ -	\$ -	\$ -
<b>OTHER OPERATING EXPENSES TOTAL</b>		\$ -	\$ -	\$ -
<b>TOTAL EXPENSES</b>		\$ -	\$ -	\$ -

Due from MediCal FFP:

Due from MHSA Funds: \$ -

Authorized Signature:

\_\_\_\_\_  
COO / CHIEF OF POLICE  
CHARGE POLICE

Program/Division

MHSA Approval:

County Approval:

**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 than \$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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID ML  
KINGS-7

DATE (MM/DD/YYYY)

07/09/10

<b>PRODUCER</b> Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno CA 93729-8906 Phone: 559-447-4600		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Kings View Corporation 575 E. Locust, Suite 311 Fresno CA 93720		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Philadelphia Insurance Co	23850
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK593371	07/01/10	07/01/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 20000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 Emp Ben. 1000000
A				<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK593371	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A				<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	PHUB314055	07/01/10	07/01/11	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A				<b>OTHER</b> Professional Liab	PHPK593371	07/01/10	07/01/11	Incident 1000000 Aggregate 3000000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 day notice of cancellation will be issued for non-payment of premium\*  
Re: Mobile Clinic Program of Tulare, its officers, agents, employees and volunteers, individually and collectively are included as additional insureds per attached PI-GLD-HS (04/07). Primary wording applies per attached endorsement #MNSCPT (01-06).

## CERTIFICATE HOLDER

<b>TULAR-9</b>  Tulare County Health & Human Svc Agency Contract Unit 5957 S. Mooney Blvd Visalia CA 93277
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## CANCELLATION

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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2011

GROUP: 000834  
POLICY NUMBER: 0000705-2011  
CERTIFICATE ID: 155  
CERTIFICATE EXPIRES: 04-01-2012  
04-01-2011/04-01-2012

COUNTY OF TULARE  
BUILDING DEPT  
5957 S MOONEY BLVD  
VISALIA CA 93277-9394

NE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in cursive script that reads "James Neary".  
Authorized RepresentativeA handwritten signature in cursive script that reads "Thomas E. Rone".  
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KINGS VIEW CORPORATION (A NON-PROFIT PUBLIC  
BENEFIT CORP)  
575 E LOCUST AVE STE 311  
FRESNO CA 93720

**Exhibit "D"**  
**HIPAA REQUIREMENT**

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR

1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRATOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.