



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

COUNTY OF TULARE

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, INC., D/B/A KINGS VIEW  
SUBSTANCE ABUSE PROGRAM - TULARE  
COUNTY

Date: 3/26/2013

By [Signature]  
Title CEO

Date: \_\_\_\_\_

By [Signature]  
Title Executive Director

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

Approved as to Form  
County Counsel

By [Signature]  
Deputy  
2013216

Dated 4-10-13



## **EXHIBIT "A"**

### **Kings View Substance Abuse**

#### **Scope of Services**

**Fiscal Year(s) 2013-2016  
July 1, 2013 through June 30, 2016**

#### **Brief History of Corporation**

Kings View Corporation is a non-profit California corporation that was founded in 1951 as a ministry of the Mennonite Church. During World War II, Mennonites, having refused military service, worked in mental health hospitals providing services to those individuals returning from the war. A philosophy soon developed that was based on providing services that followed the example of Christ's love and compassion. In the years following the war, the Mennonite Church established mental health centers and hospitals with the purpose of assuring excellence in treatment for their own people as well as for the broader community. Kings View continues today and is governed by a volunteer board of directors appointed by Mennonite Health Services.

During the last 56 years, Kings View has been instrumental in developing and providing a wide range of behavioral health services form many counties. Currently kings View is in partnership with the following counties: Del Norte, Trinity, Plumas, Tuolumne, Merced, Madera, Fresno, Kings and Tulare. Services include a wide range of Mental Health Services and as well as comprehensive Drug and Alcohol Services. Kings View is also very proud of our telepsychiatry program. This service is available to geographic areas that have limited access to psychiatric services. This program enables providers in these areas the ability to maintain a more comprehensive system of care.

In 1970 Kings View entered into a contract with Tulare County Medical Society to provide a methadone maintenance program. Today Kings View Substance Abuse Services contracts directly with Tulare County HHSA and is one of the oldest methadone maintenance programs in the Central Valley. The program is accredited by CARF (The Commission on the Accreditation of Rehabilitation Facilities, through 2010). The program staff includes a physician, three nursing staff, four counselors and administration support staff.

#### **Mission Statement**

"To provide community mental health and social services to those with limited resources, and to do so in the spirit of Christ's example of love, compassion and respect for all persons."

#### **Services Provided**

**Methadone Maintenance:** This program substitute's methadone for heroin. It is for those clients with a documented history of two years of dependence on opiates. In addition,

they must provide proof of two prior unsuccessful treatment episodes. Regular counseling and random urinalysis are required components of this program. The long term goals of this program are to reduce and eliminate illegal activity associated with heroin addiction, and to increase employability among clients. Each client is provided with on-going assessment to determine his or her ability to become drug free. Tulare County will be invoiced at State established D M/C rates solely for clients who are Drug Medi-Cal eligible. The County shall retain an administration fee that is included in the State rates.

Methadone Detoxification – This is an outpatient program that helps the client eliminate a physical dependence to heroin by substituting methadone (an oral, long-acting opiate medication) in gradually reducing dosages over a 21 day period. Counseling and medical assessment are also part of this program. In order to qualify for this program, clients must be currently dependent on Heroin or other opiates. After detoxification, the clients are referred to outpatient treatment services. The minimum fee for this program is \$210.00. Kings View Substance Abuse anticipates serving a maximum of 20 clients referred from POS at \$210.00 each.

Penal Code 1000 Education Program: This is a 20 session educational program for clients referred from the adult criminal justice system who are eligible for deferred entry of judgment instead of regular criminal proceeding. The classes cover a variety of topics on alcohol and other drugs. The weekly classes are currently held in Tulare, Visalia, Porterville and Dinuba. This program receives no State, Federal or County fees, and is supported entirely through client fees, from which a 3.5% monitoring fee is paid to Tulare County per State regulations. If the rate changes Kings View shall adjust the monitoring rate accordingly.

**Contact Information:**

Candie Smith - Executive Director  
Cindy Gonzalez – Operations Manager  
559 East Bardsley  
Tulare Ca 93274  
559.688.7531  
[csmith@kingsview.org](mailto:csmith@kingsview.org)  
[cgonzales@kingsview.org](mailto:cgonzales@kingsview.org)

**Exhibit "B"**

**Kings View Substance Abuse**

**Compensation**

**Fiscal Year(s) 2013-2016  
July 1, 2013 through June 30, 2016**

This Agreement is for the purpose of providing Methadone Maintenance for Drug/Medi-Cal (D M/C) only. D/MC clients may be residents of Tulare County or anywhere from within the State of California. Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by D/MC. No bona fide D/MC client shall be refused services by CONTRACTOR. A D/MC client shall not be charged a fee for services, other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, CCR.

**Year One (1) – Fiscal Year 2013/2014**

The maximum reimbursement for FY 2013/2014 is **\$430,000.00, FOUR HUNDRED THIRTY THOUSAND DOLLARS; excluding the Drug Medi-Cal (D M/C portions.** D M/C is an entitlement program and can not be capped or limited. There will be no opportunity to exchange money between sources or programs within this Agreement, unless both parties agree to such an exchange in writing and agreeable by both parties.

Service Provided	Contract Amount
DMC Methadone Maintenance – (NO CAP)	\$425,000.00
NNA Methadone Detoxification	\$5,000.00
Total	\$430,000.00

**Year Two (2) – Fiscal Year 2014/2015**

The maximum reimbursement for FY 2014/2015 is **\$430,000.00, FOUR HUNDRED THIRTY THOUSAND DOLLARS; excluding the Drug Medi-Cal (D M/C portions.** D M/C is an entitlement program and can not be capped or limited. There will be no opportunity to exchange money between sources or programs within this Agreement, unless both parties agree to such an exchange in writing and agreeable by both parties.

Service Provided	Contract Amount
DMC Methadone Maintenance – (NO CAP)	\$425,000.00
NNA Methadone Detoxification	\$5,000.00
Total	\$430,000.00

**Year Three (3) – Fiscal Year 2015/2016**

The maximum reimbursement for FY 2015/2016 is **\$430,000.00, FOUR HUNDRED THIRTY THOUSAND DOLLARS; excluding the Drug Medi-Cal (D M/C portions**. D M/C is an entitlement program and can not be capped or limited. There will be no opportunity to exchange money between sources or programs within this Agreement, unless both parties agree to such an exchange in writing and agreeable by both parties.

Service Provided	Contract Amount
DMC Methadone Maintenance – (NO CAP)	\$425,000.00
NNA Methadone Detoxification	\$5,000.00
Total	\$430,000.00

**Total Contract Summary**

Fiscal Year	Contract Amount
Fiscal Year 2013-2014	\$430,000.00
Fiscal Year 2014-2015	\$430,000.00
Fiscal Year 2015-2016	\$430,000.00
Total	\$1,290,000.00

CONTRACTOR shall submit monthly invoices and D/MC claims for services rendered to clients each month to the County’s Accounts Receivable Unit (at 5957 S Mooney Blvd, Visalia, CA 93277). D/MC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall ONLY be reimbursable to CONTRACTOR subject to payment by the State to COUNTY. Said claims will be paid according to the normal County payment cycle, based upon the annually published State-approved D/MC rates, less the County Administration Fee that is calculated into the State rates.

CONTRACTOR should enter all relevant client information into TCOMS (Tulare County Outcomes Measurement System) at admission, but under no circumstances shall it be entered later than five days after admission date. DATAR (Drug & Alcohol Treatment Access Report) reports are due from CONTRACTOR on the 10<sup>th</sup> of each month and are to be sent to the State according to ADP and COUNTY instructions. CalOMS (California Outcomes Measurement System) client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file claims timely, enter client information into TCOMS, DATAR, or CalOMS, COUNTY may withhold payments until such claims/invoices/entries have been made.

Records on each individual recipient of D/MC services shall include diagnostic studies, records of client counseling sessions, progress notes, discharge summaries, and/or any other pertinent client information. CONTRACTOR agrees to comply with State and Federal confidentiality requirements.

However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties.

If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past and current recipients of services of the terminated or non-renewed A&D program(s) must be maintained by CONTRACTOR for a minimum of 5 years or until all audit issues with the State have been satisfied, whichever is longer, although COUNTY shall have access to these records at any reasonable time.

If Federal or State funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if funding priorities are imposed by the State, the reimbursement amounts shown above may be reduced on a proportionate basis or terminated with a 30-day written notice.

**Annual Cost Report:** Not later than forty-five (45) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Cost Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or designee. This will clearly separate the funding and units of service (UOS) for all CONTRACTOR programs. Final reconciliation of actual program costs versus funding received by CONTRACTOR shall be made in the Cost Report settlement process. The Cost Report process may allow A&D programs a "reasonable" client fee carryover, as approved by the Alcohol and Drug Programs Division Manager or designee, which must be spent before any other revenue in the following fiscal year. If a carry-over is not acceptable then the amounts are due COUNTY. In addition to total program cost, UOS to be reported, as applicable to program, shall be reported as detailed in Exhibit "L", titled "Units of Service and Definitions".

Additionally, an annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent program information shall be submitted with the annual Cost Report.

Per ADP Bulletin #98-42, due "to the entitlement nature of Drug/Medi-Cal, providers should not be limited by a contract amount." Thus, the D/MC amounts shown are simply estimates, and are not to be construed as maximums or limiting factors. However, COUNTY will not pay any expenses incurred above rate caps.

It is understood that if the State Department of Alcohol and Drug Programs or the Department of Health Services disallows or denies D/MC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

**Provider Guidelines:** COUNTY will provide to CONTRACTOR the "Placement Orientations Services (POS) Provider Guidelines" annually. CONTRACTOR agrees to follow the POS guidelines as stated. Any discrepancies between the provider contract and the guidelines shall be brought to COUNTY attention; corrections will be made by COUNTY accordingly. For purposes of reimbursement, authorized treatment is defined within the POS Guidelines.