

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of July 9, 2024 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **PLUMLEE'S BOARD AND CARE**, a California Corporation, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain services of CONTRACTOR for providing augmented support services for residential care facility clients; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective retroactive from July 1, 2024, and expires at 11:59 PM on June 30, 2025, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibit B**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

TULARE COUNTY AGREEMENT NO. 31783

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

CONTRACTS UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES
AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Plumlee's Board and Care
2030 N. Bridge
Visalia, CA 93291
Phone No.: 559- 786-8899

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first-class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

PLUMLEE'S BOARD AND CARE

Date: 6-26-24

By: George Plumlee

Print Name PLUMLEE, GEORGE

Title PRESIDENT

Date: 6/26/24

By: Anna Plumlee

Print Name Anna Plumlee

Title President

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 7/9/2024

By: Jason T. Britt
Chair, Board of Supervisors

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

By: Jason T. Britt
Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By: Charles W. Felix
Deputy

Date: 6/26/24

Matter # 2024805

EXHIBIT A
SCOPE OF SERVICES
PLUMLEE'S BOARD & CARE
FISCAL YEAR 2024/2025

Description: Augmented Residential Care Facility (RCF)

Augmented RCF Services are services provided to the clients of Services, Tulare County Health and Human Services Agency, Mental Health Branch (HHSA) that are the highest level of care provided in an RCF placement.

RCF staff members are responsible for maintaining regular and timely communication with the Service Team staff.

RCF administration is responsible for ensuring adequate training for their staff for this level of client need.

1. Augmented Services include, in addition to all services required under Title 22, Chapter 6, Manual of Policies and Procedures, Community Care Licensing, the following:
 - a. Services that are appropriate to the client who is recently discharged from long-term institutionalization: Institutions for Mental Disease (IMD), State Hospital System, Mental Health Rehabilitation Centers, etc.
 - b. Intensive re-entry services the client may need to function in a home setting. This may include one-to-one services.
 - c. Services that assure the safety of clients who may wander, become disoriented, etc., and which need to be managed daily.
 - d. Services that increase the client's ability to improve his/her medication management.
 - e. Services that increase the client's ability to participate meaningfully in his/her community i.e., religious services, interest groups, etc.
 - f. Services that integrate the client's culture in activities of daily living: Food, music, activities, etc.
 - g. Services that increase family participation.
 - h. Integrated Needs Assessment /Service Plan development with Service Team staff that reflects the need for augmented services.
 - i. Anger management and conflict resolution services when needed.
 - j. Services designed to provide daily ongoing interaction between the client and RCF staff.
2. Facilities will maintain all appropriate licenses and certificates required by all local, state and or federal laws, rules regulations for the operation of facilities and for the provision of services under Title 22 Chapter6:
 - a. Provide client supervision twenty-four (24) hrs. per day seven (7) days a week.
 - b. Assist clients with medications.
 - c. Transport clients to all doctors' appointments and related services.
 - d. Record keeping.
 - e. Client observation and charting.
 - f. Maintain adequate staffing to provide basic supervision and provide a minimum of four (4) hours of structured daily activities to help and or improve client's ability to move to a lower level of care. (Partial list of structured activities provided)

3. Living Skills Enhancement activities to be provided including but not limited to:

- a. Meal planning / Grocery Shopping and Meal Preparation
- b. Money Management / Budgeting
- c. Medication Education
- d. Assistance in sewing, laundry, ironing, haircuts, nails
- e. Learning about and using public transportation
- f. Teaching basic reading, writing and math
- g. Review of daily news events
- h. Stress management techniques
- i. Goal setting
- j. Anger management techniques
- k. Weight reduction classes
- l. Visits to the local library
- m. Developing a garden, care of plants
- n. Clothes shopping
- o. Yard / garden maintenance
- p. Accompany resident to emergency medical appointments
- q. Authorized one on one monitoring in crisis situation

4. Recreation and Leisure Skills to be provided including but not limited to:

- a. Table games involving two or more residents
- b. Daily morning exercise
- c. Daily morning walks
- d. Basketball, volleyball, softball games

5. Social Skills Enhancement activities to be provided including but not limited to:

- a. Group meetings to plan group activities
- b. Resident meeting to resolve issues, evaluate past activities, suggest new activities
- c. Barbeques
- d. Planned activities with residents and their families
- e. Table games
- f. Restaurant meals
- g. Letter writing
- h. Music sharing group
- i. Journaling group
- j. Group discussions regarding public TV programs
- k. Orientation by staff for new residents

6. Life Experience activities to be provided including but not limited to:

- a. Planning and participating in group activities i.e.: trips, local concerts, movies, fairs, local ball games, and yard sales
- b. Selection of weekly video
- c. Regular church attendance
- d. Hair and nail appointments

7. Crafts & Hobbies including but not limited to:

- a. Craft projects
- b. Room decoration planning
- c. Painting and drawing

8. General Daily Activities including but not limited to:

- a. Daily grooming
- b. Daily making of bed and bedroom cleanup
- c. Bathing
- d. Taking daily medications as prescribed
- e. Providing transportation to routine appointments

9. Additional Requirements:

- a. CONTRACTOR will comply with Code of Federal Regulations (42 C.F.R. § 455.434(a) which requires that providers who are enrolled in the State of California Medi-Cal/Medicaid program, including subcontracted providers are required to consent to criminal background checks including fingerprinting when required to do so by the California Department of Healthcare Services or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.

**EXHIBIT B
COMPENSATION
PLUMLEE'S BOARD AND CARE
FISCAL YEAR 2024/2025**

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR at the daily rates as stated below:
 - i. Patch rate - \$138 per day.
 - ii. This agreement does not cover the cost of a bed/hold fee.
- b. This rate shall be for each day that an authorized COUNTY client is in CONTRACTOR'S facility. This amount shall cover the full cost of the stay. These daily rates times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR.
- c. The maximum compensation of this agreement shall be **SEVEN HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$755,550)** for Fiscal Year 2024/2025. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR'S performance hereunder without a properly executed amendment.
- d. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A** of this Agreement.
- e. If the CONTRACTOR is going to exceed the Maximum Contract Amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2025.
- f. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

2. INVOICING

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle.

By the tenth (10) business day of each month, CONTRACTOR shall submit a monthly invoice to:

TulareMHP@tularecounty.ca.gov

Invoices shall be in the format approved by the Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date. The invoice must be supported by a system generated report that validates services indicated on the invoice.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

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

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

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

(mark X if applicable)

☐

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

☐

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

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

Print Name PLUMLEE, GEORGE Date: 6-26-24

Contractor Name PLUMLEE'S BOARD AND CARE

Signature George Plumlee