



**AGREEMENT BETWEEN
KINGS VIEW COUNSELING SERVICES FOR KINGS COUNTY
And
LEMOORE UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT made and entered into as of August 1, 2018, by and between Kings View Counseling Services for Kings County, hereinafter referred to as "KINGS VIEW", and "LEMOORE UNION HIGH SCHOOL DISTRICT", mutually agree to enter into the following:

That for, and in consideration of, the agreements hereinafter contained, the above parties mutually agree to the following stipulations:

1. Students must meet the Department of Mental Health guidelines for medical necessity in order to receive services. See attachment A.
2. Services shall be defined as the mental health assessment, and/or screening and/or, individual and/or group therapy and/or rehabilitative and/or case management of students referred by school counselors, administration, teachers, and other school staff members. The exact nature of the service will be based on assessed clinical need and a determination by KINGS VIEW of the most cost-effective means of providing that service.
3. Individual students requiring specialized clinical services which cannot be provided at the school site shall be referred to outside appropriate resources including, but not limited to, KINGS VIEW. The interchange of information, and consultation with members of the school staff, teachers, and administration will occur with the written authorization from the parent, legal guardian, or the consumer where it is determined that a consumer may consent for their own treatment.
4. The cost of counseling services provided at the school site will be covered by Medi-Cal where appropriate and by the consumer's parents or responsible party following all KINGS VIEW fee policies. (Fees are computed based upon the Uniform Method of Determining Ability to Pay (UMDAP) that takes into account the parents or responsible party income and operates on a sliding scale.)
5. Once a child is identified as potentially able to benefit from mental health services the child's family will be directed to Kings View's Hanford clinic in order to facilitate opening of the case. In addition to the initial mental health assessment, this process will include completing the financial review, collection of demographic data, and signature of the following documents: Consent for the Treatment of a Minor, receipt for Notice of Privacy Practices, Plan of Care, and other relevant documents.
6. The District shall provide an appropriate confidential space at each identified school site, i.e., an empty classroom, to ensure confidentiality, desk, and access to a phone. A confidential space is defined as a secure area in which treatment staff and consumer can meet with the reasonable expectation that they will not be interrupted.

The size of the space must minimally accommodate six individuals. This will allow for both individual and group services to be offered by the KINGS VIEW clinical staff member.

7. LEMOORE UNION HIGH SCHOOL DISTRICT shall also provide an active internet connection.
8. KINGS VIEW reserves the right to identify the school site where services may be provided. If school based services are suspended, KINGS VIEW will continue services or offer to continue services at our nearest clinic.
9. It shall be understood that discussions between students and the representatives of KINGS VIEW will be held in confidence in accordance with State and Federal legislation. Feedback on referrals shall be provided (to those referral sources) that students have or have not been seen, have been referred to outside resources, or no longer need to be seen as long as a release has been signed.
10. LEMOORE UNION HIGH SCHOOL DISTRICT will need to prioritize the referrals.
11. LEMOORE UNION HIGH SCHOOL DISTRICT shall provide direct access for KINGS VIEW to academic and discipline files, including the Cumulative File. The exchange of information between representatives of LEMOORE UNION HIGH SCHOOL DISTRICT and KINGS VIEW shall be carried out in a manner congruent with ethical and legal guidelines.
12. Professional liability insurance for the representatives of KINGS VIEW shall be provided by KINGS VIEW.
13. If LEMOORE UNION HIGH SCHOOL DISTRICT requires the KINGS VIEW employee follow the California Education Code Sections 33 192 and 45125.1 requirements, LEMOORE UNION HIGH SCHOOL DISTRICT will provide the appropriate forms.
14. If either party can no longer meet its agreed upon stipulations, as stated in the MOU, LEMOORE UNION HIGH SCHOOL DISTRICT and KINGS VIEW will discuss, review, and if possible, adjust the MOU.
15. Independent Contractor Status: KINGS VIEW and any and all agents, officers, and employees of KINGS VIEW shall perform the services required hereunder as independent contractors, and not as officers, agents, or employees of LEMOORE UNION HIGH SCHOOL DISTRICT and KINGS VIEW In the performance of such services, KINGS VIEW agrees to exercise discretion and independent judgment to the best of its ability. Payments to KINGS VIEW under this Agreement shall be reported to State and Federal tax authorities. LEMOORE UNION HIGH SCHOOL DISTRICT and KINGS VIEW shall not withhold any sums payable to KINGS VIEW on account of tax liability, and KINGS VIEW is independently responsible for payment of all applicable employment related taxes.

16. That the terms of this Agreement shall continue up to June 30, 2019. However, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above written.

BY: 

JIM RODRIGUEZ, CHIEF FINANCIAL OFFICER
KINGS VIEW

DATE: 8/9/2018

BY: 

DEBBIE MURO, SUPERINTENDENT
LEMOORE UNION HIGH SCHOOL DISTRICT

DATE: 9/5/18

Medical Necessity for Specialty Mental Health Services that are the Responsibility of Mental Health Plans

Must have *all*, A, B and C:

A. Diagnoses

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided:

Included Diagnosis:

- Pervasive Development Disorders, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood or Adolescence
- Schizophrenia & Other Psychotic Disorder
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identify Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders (related to other included diagnoses).

B. Impairment Criteria

Must have *one* of the following as a result of the mental disorder(s) identified in the diagnostic ("A") criteria; Must have *one*, 1, 2 or 3:

- 1 A significant impairment in an important area of life functioning, *or*
- 2 A probability of significant deterioration in an important area of life functioning, *or*
- 3 Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have *all*, 1, 2 and 3 below:

- 1 The focus of proposed intervention is to address the condition identified in impairment criteria "B" above *and*
- 2 It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), *and*
- 3 The condition would not be responsive to physical health care based treatment.

Excluded Diagnosis:

- Mental Retardation
- Learning Disorder
- Motor Skills Disorder
- Communications Disorders
- Autistic Disorder, Other Pervasive Developmental Disorders are included.
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other Conditions that may be a focus of clinical attention, except Medication induced Movement Disorders which are included.

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty MH treatment goals.



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Kings View Corporation 7170 N. Financial Drive, Suite 110 Fresno, CA 93720	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy #: PHPK1840789
 Carrier: Philadelphia Indemnity Insurance Company ,NAIC#:18058
 Each Claim:\$1,000,000 ,Aggregate:\$3,000,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is Evidence only.



RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2018
Expiration: January 1, 2019

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

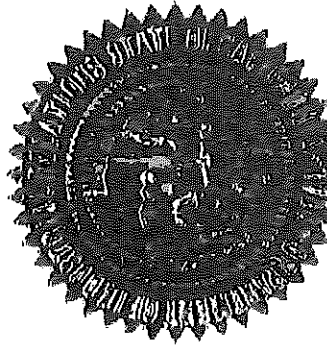
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a) Corporation

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

Mark T. Johnson
MANAGER

MARK T. JOHNSON

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA
DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2.—Administration of Self-Insurance.



**DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS**

11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 11th of December 2017

A handwritten signature in black ink, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Parkway, Suite 200
Malvern, Pa 19355

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Lemoore Union High School District 5 Powell Ave. Lemoore CA 93245	All Insured Premises and Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.