

**MEMORANDUM OF UNDERSTANDING  
BETWEEN KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT AND  
VALLEY HEALTH TEAM, INC.**

This Memorandum of Understanding (“**MOU**”) is effective as of January 1, 2019 (the “**Effective Date**”) by and between Kingsburg Tri-County Health Care District (the “**District**”) and Valley Health Team, Inc. (“**VHT**”).

**RECITALS**

A. VHT is a non-profit corporation organized and existing under the laws of the State of California and operates as a federally qualified health center providing primary and specialty health care services at various clinic sites throughout the San Joaquin Valley including, without limitation, a clinic site located in Kingsburg, California (the “**Kingsburg Clinic**”).

B. The District is a local health care district organized and existing under the laws of the State of California, and as part of its purpose to provide for health care services for the residents residing within its District boundaries, is desirous of increasing access to care for its District residents by contracting with VHT to provide expanded hours/urgent care service at the Kingsburg Clinic, upon the terms and conditions set forth below.

IN CONSIDERATION of good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Duties of VHT.** VHT shall do the following:

a. **Expanded Hours of Operations.** No later than sixty days from the Effective Date, VHT will begin providing expanded hours of operation at its Kingsburg Clinic site in the amount of: (i) four additional hours per day on Mondays through Fridays above and beyond the current hours of operation of 8:30 a.m. to 5:30 p.m.; and (ii) a minimum of four additional hours on Saturdays. The expanded hours of coverage will include VHT providing its customary services/urgent care during the expanded hours of coverage, although VHT reserves the right in its sole and absolute discretion to determine appropriate staffing levels, the types of primary, specialty and/or urgent care services that will be available during the expanded hours, its methods of operations, adjusting the hours of operations (so long as at least an additional four hours per day provided) to maximize patient care, etc. In consideration of payments and reimbursements from the District under this MOU for the expanded hours of operation, the District shall be entitled to obtain, within ten (10) business days, from VHT the actual hours of expanded operations for any specified

*1/15 Sep 14/2018*

period of time and the corresponding staffing actually present and formally on-call during such expanded periods of operation.

b. **Tracking of Financial Cost for Expanded Hours of Operations.** VHT will separately track employee and payroll costs as well as the cost of providers (both employed and contracted providers) associated with the expanded hours of operation and the District shall be entitled to inspect such documentation during normal business hours and upon reasonable notice of not less than ten (10) business days. With regard to the remaining overhead costs such as administrative costs, utilities, supplies, medical supplies, and all other related and incidental operational costs associated with the expanded hours of operation, this will be determined based upon a mutually agreed reasonable allocation for costs associated with the Kingsburg Clinic such as but not limited to hours, per visit, percentage of total expenses, etc. Calculations on a per visit basis will then be multiplied by the number of visits provided during the expanded hours of operation.

c. **Billing and Collection Activities by VHT.** VHT will use reasonable best efforts to bill and collect for all services provided during the expanded hours of coverage through appropriate third party payors such as Medi-Cal, Medicare, Family PACT, CHDP, private insurance, etc. All revenues generated by the Kingsburg Clinic during the expanded hours of coverage are understood and agreed to be the property of VHT and retained by VHT to cover its operational costs, although District will be entitled to an offset for all revenues received for services provided during the expanded hours of operation as set forth below.

i. **District Offset.** Upon receipt, all revenues received for services provided during the expanded hours of operation shall be allocated to offset and pay for the expanded hours of operation which would otherwise be required to be paid at the end of each calendar quarter by the District under Section 2 below.

ii. For purposes of the offset to the District, revenues received shall include, without limitation, copays, payments from Medi-Cal, Medicare, Family PACT, CHDP, private insurance, etc.

2. **Duties of District.** The District shall do the following:

a. **Payment of Financial Costs of Expanded hours.** During the term of this Agreement and any extensions thereof, the District will pay all costs associated with and incurred by VHT in connection with the expanded hours of coverage at the Kingsburg Clinic including, without limitation, all related employee and payroll costs, costs of providers (both employed and contracted providers), administrative costs, utilities, supplies, medical supplies, and all other related and incidental operational costs associated with the expanded hours of operation. Expenditures for fixtures and equipment greater than \$10,000.00 shall not be authorized for reimbursement unless special written approval is

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obtained from the District's governing body, which approval will not be unreasonably withheld.

b. **Advance Payment.** On or before January 1, 2019, the District will make an advance payment in the amount equal to six months of budgeted financial costs anticipated to be incurred by VHT in connection with the expanded hours of coverage at the Kingsburg Clinic including, without limitation, all employee and payroll costs, costs of providers (both employed and contracted providers), administrative costs, utilities, supplies, medical supplies, and all other related and incidental operational costs associated with the expanded hours of operation. A copy of the proposed budget is attached hereto as **EXHIBIT A** and incorporated by reference as though fully set forth herein. VHT reserves the right to seek future advance payments should it be determined following any reconciliation conducted as set forth below, that VHT's costs in providing the expanded hours of coverage exceed the revenues generated.

c. **Reconciliation and Adjustment for Revenues Received.** Following the end of each calendar quarter VHT will conduct a reconciliation of all costs incurred in connection with the expanded hours of operation, less revenues received, and provide a copy of the reconciliation to the District. VHT will use reasonable efforts to conduct and finalize the reconciliation within 45 days after the end of each calendar quarter. To the extent a reconciliation shows that the costs incurred by VHT for the expanded hours of operation exceed the revenues actually received by VHT for the quarter, the District will promptly pay the difference within fifteen (15) days of receipt of the reconciliation unless the District has provided at least thirty (30) days advance notice (with a reasonable opportunity to cure) to VHT that it is not in full compliance with all of its obligations under this MOU.

3. **Indemnity by VHT.** VHT shall hold harmless, defend and indemnify District, 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 District property, arising from, or in connection with, the operation of the Kingsburg Clinic site arising from any action or alleged failure to act by VHT or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against District alleging civil rights violations by VHT under Government Code section 12920 et seq., California Fair Employment and Housing Act or Title VII of the federal Civil Rights Act. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.

4. **Indemnity by the District.** The District shall hold harmless, defend and indemnify VHT, 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 VHT property, arising from, or in connection with, any negligent acts, omissions, or intentional misconduct of the District or its employees,

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agents, subcontractors or volunteers in performance of services rendered pursuant to this MOU. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.

5. **Independent Contractor.** In the performance of the parties' duties and obligations under this MOU, it is mutually understood and agreed that each is at all times acting and performing as an independent contractor. Neither party shall exercise or have control or direction over the methods by which other party shall perform its duties and obligations under this MOU. This MOU is not intended to create a partnership, joint venture, or other relationship between VHT and District other than an independent contractor relationship.

6. **Term.** This MOU shall be considered effective on its execution by all parties and will continue for a period of **two (2) years** from the Effective Date. It will be automatically renewed for additional two (2) year periods unless terminated as set forth herein.

7. **Termination.** Either party may terminate this MOU at any time without cause on 90 days written notice to the other. In addition, this MOU may also be terminated for "cause" on thirty days' notice to the other, after written notice and opportunity is given to the breaching party to "cure" the breach and the breach has not been cured. For purposes of this MOU "cause" shall include a determination by either party that any of the following events has occurred:

a. That the other party is in breach of any material term or condition of this MOU; and

b. In the event of the inability of the other party to perform the duties described in this MOU.

8. **Jeopardy.** Notwithstanding anything to the contrary hereinafter contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this MOU should jeopardize the licensure or status of VHT as a health clinic, its participation in Medicare, Medi-Cal, or other reimbursement or payment programs, its designation as a federally qualified health center, or if for any other reason said performance shall be in violation of any statute, by any recognized body, agency, or association applicable to the services provided herein, VHT or the District may at its option immediately terminate this MOU.

9. **Books and Records.** If the value or cost of services rendered to VHT pursuant to this Agreement is \$10,000.00 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, VHT and the District agrees that until the expiration of four years after the furnishing of the Medical Services, VHT and the District shall, upon written request, make available to the District or VHT (as the case may

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be), the Secretary of the United States Department of Health and Human Services (the “Secretary”), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services. The availability of books, documents, and records of VHT and the District shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access which may be promulgated by the Secretary by regulation.

10. **Notice.** Whenever, under the terms of this MOU/Agreement written notice is required or permitted to be given by any other party, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the party’s last known address.

11. **Stark/kickback Law Certification.** By the Parties’ signatures on this MOU/Agreement, the Parties hereby certify they shall not violate the Anti-kickback Statute (42 USC §1320a-7b (b) and the Stark Law (42 USC §1395nn) with respect to the performance of this MOU/Agreement.

12. **Non-Discrimination/Other Laws.** In the performance of this Agreement, the District and VHT will not unlawfully discriminate against individuals under the applicable federal or state laws. The Parties will comply with the Civil Rights Act of 1964 (known as Title VII) as amended and all other applicable state and federal antidiscrimination laws, regulations, and policies. As a recipient of federal financial assistance, VHT does not exclude, deny benefits to, or otherwise unlawfully discriminate against any person on the ground of race, color, or national origin, or on the basis of disability or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by VHT directly or through The District or any other entity with which The District arranges to carry out The District’s obligations, programs and activities.

13. **Attempt to Resolve Disputes.** If a dispute arises between the Parties relating to this Agreement, either party may by written notice call a meeting regarding such dispute to be attended by a representative of each party who has the authority to negotiate and bind that party to a resolution with the subsequent consent of the District’s Board. The meeting shall be held at VHT premises or at some other agreed location, and the Parties will attempt in good faith to resolve the dispute. If the dispute cannot be resolved by the Parties within 45 days of the date of the initial notice, the dispute may be submitted by either party to binding arbitration as set forth herein. The provision is advisory and not mandatory.

14. **Arbitration.**

If a dispute arises out of or relating to this MOU, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good

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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 in writing. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by random 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 thirty (30) days, either party may pursue litigation to resolve the dispute. The provisions of Government Code §§ 900 et seq. are not waived and shall apply.

15. **Entire Understanding.** This MOU and attached exhibit(s) constitute the entire understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or understandings as to this particular subject matter. This MOU may not be amended except by the written agreement signed by authorized representatives of all parties.

16 **Governing Law.** This MOU 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 MOU is made and shall be performed in Fresno County, California.

17. **Binding upon Successors and Assigns.** All covenants, terms, provisions and agreements contained herein shall be binding upon and inure to the benefit of the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

18. **Severability.** If any provision of this MOU shall for any reason and to any extent be deemed invalid or unenforceable, the remainder of this MOU and application of such provisions to other persons or circumstances shall remain valid and enforceable to the fullest extent of the law.

19. **No Waiver.** The failure of any party to enforce any provision of this MOU shall not be construed to be a waiver of the right of such a party thereafter to enforce such provisions.

20. **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.

21. **Notices.** 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 to the parties' last known address. 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 third day after the date of mailing.

6/15 [Signature]

Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

22. **Construction.** This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

23. **No Third Party Beneficiaries Intended.** Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

24. **Assignment/Subcontracting:** Unless otherwise provided in this MOU, the District is relying upon the personal skill, expertise, training and experience of VHT and VHT's employees and contracted staff and no part of this MOU may be assigned by VHT without the prior written consent of the District.

25. **Insurance:** Prior to approval of this MOU by the District, VHT shall file with the Secretary of the District evidence of the required insurance as set forth in Exhibit B attached.

26. **Attribution:** VHT agrees to comply with the District's attribution requirements, which are attached hereto as Exhibit C.

27. **Records and Audit:** VHT shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this MOU. In addition, VHT 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, VHT shall make such records available within the City of Kingsburg, California to the District's auditor and to the same's 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 MOU.

28. **Compliance with Law and Professional Standards:** VHT shall provide services in accordance with all applicable federal, State and local laws, regulations and directives, and with applicable professional standards. With respect to VHT's employees, VHT 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.

29. **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.

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30. **Exhibits and Recitals:** The recitals and the exhibits to this MOU are fully incorporated into and are integral parts of this MOU.

31. **Further Assurances:** Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this MOU.

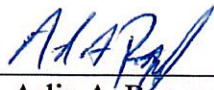
32. **Counterparts:** This MOU may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date last set forth below.

**VALLEY HEALTH TEAM, INC.**

**KINGSBURG TRI-COUNTY HEALTH  
CARE DISTRICT**

By   
Soyla Reyna-Griffin  
Chief Executive Officer

By   
Arlie A. Rogers, Jr.  
Board Chairman

Date: 12/12/18

Date: 12/4/18



**EXHIBIT A**  
**PROPOSED BUDGET**

9/15 8/14/11

KINGSBURG COMMUNITY HEALTH CENTER  
 EXTENDED HOURS @ 1 Visit/hr  
 Cost Projection FY 2018-2019

	Ext. Hrs per day	Sat	Mon	Tue	Wed	Thu	Fri	Annual	Total
Physician	6	6	4	4	4	4	4	4	26
MA	312	312	208	208	208	208	208	208	1,352
FIR	58,500	58,500	39,000	39,000	39,000	39,000	39,000	39,000	253,500
Site Manager	23.25	7,254	4,836	4,836	4,836	4,836	4,836	4,836	31,434
Regional Director	23.25	7,254	4,836	4,836	4,836	4,836	4,836	4,836	31,434
	23.25	7,254	4,836	4,836	4,836	4,836	4,836	4,836	31,434
								7,443	7,443
								1,052	1,052

<b>Total Estimated Annual Salary</b>	<b>80,262</b>	<b>53,508</b>	<b>53,508</b>	<b>53,508</b>	<b>53,508</b>	<b>53,508</b>	<b>53,508</b>	<b>8,496</b>	<b>347,802</b>
Fringe Benefits	54.02	16,855	11,237	11,237	11,237	11,237	11,237	1,784	73,038
<b>Total Personnel Expenses</b>	<b>311.27</b>	<b>97,117</b>	<b>64,745</b>	<b>64,745</b>	<b>64,745</b>	<b>64,745</b>	<b>64,745</b>	<b>10,280</b>	<b>420,840</b>

<b>Consultants/Purchased Services:</b>	<b>1,975</b>	<b>1,317</b>	<b>1,317</b>	<b>1,317</b>	<b>1,317</b>	<b>1,317</b>	<b>1,317</b>	<b>0</b>	<b>8,560</b>
Consumable Supplies:									
Medical Supply Costs per Visit	4.15	1,295	863	863	863	863	863	863	5,611
Immunizations cost per Visit	8.25	2,574	1,716	1,716	1,716	1,716	1,716	1,716	11,154
Office Supplies per Visit	0.79	246	164	164	164	164	164	164	1,068
Janitorial Supply Costs per Visit	0.25	78	52	52	52	52	52	52	338
Health Education Supply Costs per Visit	0.31	97	64	64	64	64	64	64	419
X-Ray & Lab Supply cost per Visit	-	0	0	0	0	0	0	0	0
Forms and Printing per Visits	0.43	134	89	89	89	89	89	89	581
<b>Total Consumable Supplies</b>	<b>14.18</b>	<b>4,424</b>	<b>2,949</b>	<b>2,949</b>	<b>2,949</b>	<b>2,949</b>	<b>2,949</b>	<b>0</b>	<b>19,171</b>

Hourly									
Additional Facility Maintenance	4.35	1,357	905	905	905	905	905	905	5,879
Additional Utilities/Hour	4.63	1,446	964	964	964	964	964	964	6,264
Security (Additional)/Hour	16.50	5,175	3,432	3,432	3,432	3,432	3,432	3,432	23,628
Facility Costs	15.20	4,741	3,161	3,161	3,161	3,161	3,161	3,161	20,546
<b>Total Facility Costs</b>	<b>7.544</b>	<b>23,679</b>	<b>15,562</b>	<b>15,562</b>	<b>15,562</b>	<b>15,562</b>	<b>15,562</b>	<b>15,562</b>	<b>104,877</b>

<b>Communication Costs</b>	<b>2,361</b>	<b>1,574</b>	<b>1,574</b>	<b>1,574</b>	<b>1,574</b>	<b>1,574</b>	<b>1,574</b>	<b>0</b>	<b>10,230</b>
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<b>Travel &amp; Transportation:</b>	<b>585</b>	<b>390</b>	<b>390</b>	<b>390</b>	<b>390</b>	<b>390</b>	<b>390</b>	<b>0</b>	<b>2,536</b>
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<b>License &amp; Dues:</b>	<b>347</b>	<b>232</b>	<b>232</b>	<b>232</b>	<b>232</b>	<b>232</b>	<b>232</b>	<b>0</b>	<b>1,505</b>
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Professional Liability Ins (Additional)									
Insurance:	199	133	133	133	133	133	133	393	393
Total Insurance	<b>199</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>393</b>	<b>1,257</b>

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KINGSBURG COMMUNITY HEALTH CENTER  
 EXTENDED HOURS @ 1 Visit/hr  
 Cost Projection FY 2018-2019

	Sat	Mon	Tue	Wed	Thu	Fri	Annual	Total
<b>Training and Education:</b>								
\$	0.96	199	199	199	199	199	1,126	497
<b>Equipment Services</b>								
\$	5.41	1,126	1,126	1,126	1,126	1,126	7,320	7,320
Advertising & Promotions (Additional)								10,000
Recruitment (Additional)								35,000
Payroll Fee by month/(FTE)								408
Other Expenses:								7,120
\$	11.18	1,095	1,095	1,095	1,095	1,095	7,120	408
\$	5.27	1,095	1,095	1,095	1,095	1,095	7,120	408
<b>Total Other Expenses</b>	<b>16.45</b>	<b>1,095</b>	<b>1,095</b>	<b>1,095</b>	<b>1,095</b>	<b>1,095</b>	<b>7,120</b>	<b>408</b>
Depreciation (Additional Software License)								3,000
Depreciation								29,641
\$	21.92	4,560	4,560	4,560	4,560	4,560	29,641	3,000
<b>Total Depreciation</b>	<b>21.92</b>	<b>4,560</b>	<b>4,560</b>	<b>4,560</b>	<b>4,560</b>	<b>4,560</b>	<b>29,641</b>	<b>3,000</b>
<b>TOTAL EXPENSES</b>	<b>449</b>	<b>86,781</b>	<b>86,781</b>	<b>86,781</b>	<b>86,781</b>	<b>86,781</b>	<b>59,081</b>	<b>606,935</b>
<b>Administration Overhead</b>								
\$	22.00%	19,092	19,092	19,092	19,092	19,092	123,526	133,526
<b>Total Expenses with Admin Cost</b>	<b>548</b>	<b>105,873</b>	<b>105,873</b>	<b>105,873</b>	<b>105,873</b>	<b>105,873</b>	<b>72,078</b>	<b>740,461</b>
Projected Net Patient Revenue								175,760
\$	130	27,040	27,040	27,040	27,040	27,040	175,760	0
<b>Net (Loss)</b>	<b>(111,969)</b>	<b>(78,833)</b>	<b>(78,833)</b>	<b>(78,833)</b>	<b>(78,833)</b>	<b>(78,833)</b>	<b>(72,078)</b>	<b>(564,701)</b>

11/15 12/1/2018

## EXHIBIT B

### INSURANCE REQUIREMENTS

VHT must 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 of the Agreement by the VHT, its 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 one million dollars (\$1,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than two million dollars (\$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 (unless expressly waived by DISTRICT's governing body).
5. Work and Materials Insurance (if applicable).
  - a. For up to twenty-five thousand dollars (\$25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.
  - b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars (\$250,000). See District Manager for construction over \$250,000.

#### B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must satisfy the following requirements:
  - a. Name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

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b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by DISTRICT 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 DISTRICT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

a. Waiver of Subrogation: “[VHT] waives all rights against the DISTRICT and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers’ compensation and employer’s liability insurance.”

**C. Deductibles and Self-Insured Retentions**

The DISTRICT’s District Manager must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars (\$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 DISTRICT or its District Manager or designee.

**E. Verification of Coverage**

Prior to approval of the agreement for this Project by the DISTRICT, the VHT shall file with the Board Secretary, certificates of insurance with original endorsements effecting coverage in a form acceptable to the DISTRICT. The DISTRICT reserves the right to require certified copies of all required insurance policies at any time.

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## EXHIBIT C

### ATTRIBUTION REQUIREMENTS

#### 1. Attribution Wording

Attribution for District-funded programs or equipment shall be as follows:

“Made possible by funding from Kingsburg Tri-County Health Care District” or “Funded by Kingsburg Tri-County Health Care District”.

#### 2. Written References to Particular District-Funded Equipment

All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular VHT equipment which was acquired or upgraded with District funds in excess of \$4,999 must include the attribution wording.

#### 3. Promotional Materials

District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular VHT equipment which was acquired or upgraded with District funds in excess of \$4,999.

#### 4. Media Materials and Activities

Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular VHT equipment which was acquired or upgraded with District funds in excess of \$4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

#### 5. Logo Usage

Use of the District's logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by District upon initial funding and at VHT's request thereafter. Graphic standards for logos shall be adhered to as provided by District. Requests for logo should be directed to the administration office of the District.

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## 6. Photograph Consent

VHT must permit lawful photography of District-funded programs or equipment to be taken by any District-designated photographer at District's expense, and VHT consents to usage of such photographs on District's website and other materials designed to inform and educate the public about the District.