



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

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

By \_\_\_\_\_

Title \_\_\_\_\_

Date 3-3-15

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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 \_\_\_\_\_

Deputy County Counsel

Date \_\_\_\_\_



**Exhibit "B"**  
**Compensation**  
**Fiscal Year 2014/2015**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR for allowed costs incurred as detailed in the Scope of Work (SOW), subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00), for Medi-Cal services as shown in **Exhibit B-1**, which includes the contractor's Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) of match funds. The first Seven Hundred Fifty Thousand (\$750,000) of match funds are to be paid within 30 days after the contract has been approved. The second Seven Hundred Fifty Thousand (\$750,000) of match funds are to be paid by February 2, 2015 and the third Seven Hundred Fifty Thousand (\$750,000) of match funds are to be paid by April 1, 2015.
- c. This agreement provides CONTRACTOR with access to Federal Financial Participation (FFP) funds, which enables CONTRACTOR to provide more services at the school sites. CONTRACTOR will provide the match dollars in advance to the County of Tulare; each month COUNTY will pay CONTRACTOR 100% of the cost of the services to be billed (half from the match funds provided). This results in a zero net cost to the County of Tulare.
- d. Contractor is prohibited from using Federal dollars as match funds.
- e. 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. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the County Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- f. 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, 2015.
- g. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- h. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- i. CONTRACTOR shall certify that all Units of Service (UOS) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- j. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the SOW of this Agreement.
- k. 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.
- l. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

## 2. ACCOUNTING FOR REVENUES

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (2) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

## 3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at [TulareMHP@tularehhsa.org](mailto:TulareMHP@tularehhsa.org), no later than ten (10) days after the end of the month in which mental health services were provided to the consumer. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. 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. All billing forms, including supporting documentation, shall clearly reflect consumer names, number of consumer days, types of services, and corresponding rates, as well as the NPI numbers of staff who provided the service. All services are to be entered into Tulare County's Electronic Health Record (EHR) system by CONTRACTOR via the approved VPN access.
- c. 10 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within ten (10) months from the month of service to avoid denial for late billing.

## 4. COST REPORT:

- a. 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. Extensions of time to file the cost report at any later date must be approved in writing by the Director of Mental Health. CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

**5. RECONCILIATION AND SETTLEMENT:**

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.
- c. On May 22, 2012, the COUNTY entered into agreement #25477 with CONTRACTOR to provide mental health services to its students with disabilities. CONTRACTOR will provide match funds for all students designated as AB114 during the agreement #25477 term of May 22, 2012 through June 30, 2013. COUNTY will perform the cost reconciliation for AB114 services for FY 2012/13 and invoice CONTRACTOR for match funds owed.
- d. On October 8, 2013, the COUNTY entered into agreement #26322 with CONTRACTOR to provide mental health services to its students with disabilities. CONTRACTOR will provide match funds for all students designated as AB114 during the agreement #26322 term of July 1, 2013 through June 30, 2014. COUNTY will perform the cost reconciliation for all AB114 services for FY 2013/14 and invoice CONTRACTOR for match funds owed.

**6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:**

- a. 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 programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (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."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

**7. 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.