

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and ASANA INTEGRATED MEDICAL GROUP, 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 the services of CONTRACTOR for the purpose of providing acute psychiatric inpatient professional services for Short-Doyle and Medi-Cal beneficiaries; 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 as of July 1, 2017, and expires at 11:59 PM on June 30, 2020, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A, A-1.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B-1.
- 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" 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://tularecountyconnet.org/default/index.cfm/publicinformation/>.
- 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://tularecountyconnet.org/default/index.cfm/publicinformation/>.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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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 (Must be completed by Contractor and submitted to County prior to approval of agreement.)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit	

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 prepaid and addressed as follows:

COUNTY:

CONTRACT 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:

ASANA INTEGRATED MEDICAL GROUP
26135 Mureau Road, Suite 100
Calabasas, CA 91302
Phone No.: 916-215-1751
Fax No.: _____

(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 is an original and all of which taken together form one single document.

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

ASANA INTEGRATED MEDICAL GROUP

Date: 4/13/18

By [Signature]

Print Name Witin Nanda

Title CEO

Date: 4/13/18

By [Signature]

Print Name Dan Castillo

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: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature]
Deputy

Matter # 2018520 4/24/2018

**ASANA INTEGRATED MEDICAL GROUP
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2017-2020**

A. SCOPE OF SERVICES

CONTRACTOR shall provide acute psychiatric inpatient professional services for Short-Doyle patients and Medi-Cal beneficiaries for the Tulare County Health & Human Services Agency Mental Health Branch (COUNTY), including services required by the participation of the Mental Health Branch as an administrator of the State Department of Health Care Services Medi-Cal Mental Health Plan.

CONTRACTOR shall admit clients with a Diagnostic and Statistical Manual of Mental Disorders-5 (DSM-5) diagnosis who are in need of 24-hour psychiatric inpatient care, clients, who, without prompt and adequate treatment, are evaluated as being at risk of displaying behavioral symptoms (such as combativeness, elopement, suicide threats, and excessive verbal abusiveness) which precluded them from being admitted to a lower level of care. The frequency, scope, and severity of these behaviors are determining factors for admission, which was negotiated between COUNTY and CONTRACTOR for each client admissions. Individuals, whose mental illness is deemed by COUNTY to not be appropriate for acute care, individuals suffering exclusively from developmental disability, mental retardation, substance abuse, or physical illness without a psychiatric component, shall not be considered for admission.

A client's ability for admission to Kaweah Delta Behavioral Health shall be authorized by COUNTY prior to admission. Authorization by COUNTY involves approval of patient admission by Tulare County Health & Human Services Agency, Director of Mental Health and/or Mental Health Medical Director. Continued authorization is incumbent upon Managed Care performing both concurrent and retrospective reviews. Eligibility for Medi-Cal will be verified or confirmed by COUNTY. Any referral source that wishes to access funding for an individual Medi-Cal client or individual COUNTY indigent client to enter psychiatric facility must petition the Director of Mental Health for authorization by submitting a referral packet. This packet shall include, but may not be limited to:

1. A Physician's order for admission with a current psychiatric evaluation that identifies why inpatient care is the least restrictive, most appropriate level of care where services can be safely and adequately delivered.
2. A current diagnosis of serious mental illness.
3. A list of client problems/behaviors that led to the referral.
4. A clear statement of what the referral sources expectations are for treatment at the facility.

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

**ASANA INTEGRATED MEDICAL GROUP
EXHIBIT B
COMPENSATION
FISCAL YEAR 2017-2020**

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR at the daily rates as stated in Exhibit B-1 for each day that an authorized County client is in CONTRACTOR's facility. The daily rates, multiplied by the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR up to the maximum compensation of TWO MILLION, ONE HUNDRED THOUSAND DOLLARS (\$2,100,000.00), of which a maximum of SEVEN HUNDRED THOUSAND (\$700,000) shall be for Fiscal Year 2017/2018, a maximum of SEVEN HUNDRED THOUSAND (\$700,000) shall be for Fiscal Year 2018/2019, and a maximum of SEVEN HUNDRED THOUSAND (\$700,000) shall be for Fiscal Year 2019/2020. 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.
- b. 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, 2019 for Fiscal Year 2018/2019 and April 1, 2020 for Fiscal Year 2019/2020.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- d. CONTRACTOR agrees to comply with Medi-Cal/Medicare requirements and be approved to provide Medi-Cal/Medicare services.
- e. 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.
- f. Copies of professional license renewals shall be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.
- g. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- h. COUNTY will not fund services that have not been approved in advance by the Director of Mental Health.

2. INVOICING

- a. 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. At the close of a monthly billing cycle, an invoice shall be submitted within ten working days.

- b. CONTRACTOR shall submit an invoice for services provided within forty-five (45) days after the close of the month. Invoice shall contain adequate detail of services provided which will include a list of the approved clients in the facility, with all provider services rendered. Payment will be processed upon receipt of all necessary information.
- c. All invoices shall be submitted to:

Tulare County Health & Human Services Agency
Mental Health Branch
Attn: Deanna Montes
5957 S. Mooney Blvd.
Visalia, CA 93291

- d. 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.
- e. 12 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 twelve (12) months from the month of service to avoid denial for late billing.

3. **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.

**ASANA INTEGRATED MEDICAL GROUP
EXHIBIT B1
RATES
FISCAL YEAR 2017-2020**

REIMBURSEMENT RATES:

COUNTY agrees to reimburse CONTRACTOR for services rendered based on the State Medi-Cal fee schedule for approved Current Procedural Terminology (CPT) codes as follows:

For Fiscal Year 2017/2018:

Proc Code	Procedure Description	Rate
99223	INITIAL HOSPITAL CARE	\$ 89.00
99232	SUBSEQUENT HOSPITAL CARE	\$ 49.00
99238	HOSP DISCHARGE DAY MGMT;30 MIN OR LESS	\$ 49.00

For Fiscal Years 2018/2019 and 2019/2020:

Proc Code	Procedure Description	Rate
99221	INITIAL HOSPITAL CARE	\$ 51.00
99222	INITIAL HOSPITAL CARE	\$ 109.00
99223	INITIAL HOSPITAL CARE	\$ 120.00
99231	SUBSEQUENT HOSPITAL CARE	\$ 41.00
99232	SUBSEQUENT HOSPITAL CARE	\$ 56.00
99233	SUBSEQUENT HOSPITAL CARE	\$ 68.00
99238	HOSP DISCHARGE DAY MGMT;30 MIN OR LESS	\$ 56.00

* Uninsured/unrepresented consumers will be reimbursed as outlined above.

COUNTY agrees to compensate CONTRACTOR at the above rates up to the maximum compensation as detailed in **Exhibit B**.

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 by either party, 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

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$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-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.