

TULARE COUNTY AGREEMENT NO. 28742

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and HELIOS HEALTHCARE, LLC, ("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 Short Term, Inpatient Psychiatric services to COUNTY's Mental Health Program; 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, 2018 and expires at 11:59 PM on June 30, 2019 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://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/>

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

<input 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 checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<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

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:

TULARE COUNTY HEALTH AND HUMAN
SERVICES AGENCY
5957 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3718

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:

HELIOS HEALTHCARE, LLC
520 Capitol Hill, Ste.800
Sacramento, CA 95814
Phone No.: 916-471-2242
Fax No.: 916-471-2212

(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.

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

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.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

(a) The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision

11. INDEMNIFICATION:

The following indemnification provision supersedes and replaces Provision Number 12, entitled **INDEMNIFICATION AND DEFENSE**, of the County of Tulare's General Agreement Terms and Conditions (GTC) and shall be controlling for the term of this agreement.

CONTRACTOR and COUNTY shall each defend, hold harmless, and indemnify the other party, its governing board, officers, administrators, agents, employees, independent subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person and/or damage to property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnification specifically includes any claims that may be made against the COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, and any claims made against the COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq., (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable.

///

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

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

HELIOS HEALTHCARE, LLC

Date: 6/14/2018

By [Signature]
Print Name George E. Lytal
Title President + CEO

Date: 6/12/18

By [Signature]
Print Name GARY ZIMMER
Title CONTROLLER

[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.]

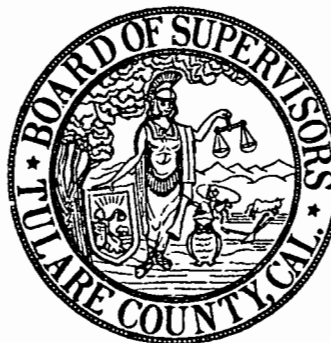
COUNTY OF TULARE

Date: July 17, 2018

By [Signature]
Chairman, Board of Supervisors

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

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By [Signature]
Deputy
Matter # 2018433

**HELIOS HEALTHCARE, LLC
IDYLWOOD CARE CENTER
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2018/2019**

1. SERVICE SUMMARY

Services at Idylwood Care Center are for the treatment of residents presenting a combination of medical and behavioral issues. Residents who have both medical and behavioral care issues are often difficult to place and have a high utilization of days in acute settings in medical units or psychiatric units. Individuals often fail at regular mental health placements due to their concurrent medical and psychiatric conditions which results in frequent acute hospitalizations and negative outcomes. Skilled nursing facilities often are not able to address the behavioral needs of this population, which results in medical and psychiatric deterioration, acute hospitalizations, and negative outcomes.

Idylwood Care Center provides County Health Care Systems with a service designed to reduce the inappropriate utilization of acute beds, decrease recidivism, stabilize both medical and behavioral symptoms, and provide the resident with the necessary support and resources for potential discharge to lower levels of care. Idylwood's goal is to provide services, which are cost effective for the system, individualized for the resident, and of the highest quality of care available.

Location and physical environment

Idylwood Care Center is located in Sunnyvale California. The Facility has 172 beds divided into 2 buildings. One building has 64 beds and provides comprehensive medical services, including short-term rehabilitation services and extended stay services. The other building has 108 beds and provides comprehensive medical services, including rehabilitation services and extended stay services in a locked secure setting. Both buildings have incorporated specialized neuro-behavioral rehab services as part of the overall treatment approach to care.

The facility is bright, clean, and well maintained. Hallways are open and free of clutter. Both buildings are air conditioned, and well heated in the winter. Idylwood has seven activity/dining areas. The design of the facility allows for on-going interaction between staff and residents. Staff offices are located on the units. All but three of the resident rooms are double occupancy. In addition Idylwood has private rooms for those residents requiring single occupancy due to medical needs.

The facility has two large court yards and large outside space. The outside garden areas are organic gardens for crop production and therapeutic purposes. Idylwood has developed these gardens as part of our Horticulture services for our residents. Residents

are involved in the planting, growing, harvesting, cooking, and eating of our fruits and vegetables. In addition these gardens provide an excellent option for residents to relax and experience the joys of being outside during a period of their day.

Idylwood has four vans which provide residents with transportation to appointments and opportunities for scheduled outings within our community.

Comprehensive treatment services

- Idylwood Care Center offers comprehensive short-term skilled nursing and rehabilitation services and extended care services including:
- 24-hour skilled nursing care; registered nurses on site 24 hours a day.
- Pain management
- Enteral/Parenteral Nutrition
- Intravenous (IV) therapy: antibiotics, electrolyte imbalances
- Wound care
- Teaching services, including diabetes and colostomy management
- Hospice care
- Pharmacy services, Lab services, and radiology services through contract
- Comprehensive neuro-behavioral services
- Comprehensive therapy: physical, occupational, and speech therapies (including swallowing rehabilitation)
- Comprehensive nutritional support services with full-time registered dietician
- Podiatry care, including diabetic and stasis ulcer care
- Onsite dental care and optometry care
- Psychiatric and psychological care, including support groups
- Restorative nursing
- Skilled nursing care for comprehensive wound management, complex medical cases complicated/traumatic orthopedic and rehabilitation
- Spiritual services for all denomination

Intensive interdisciplinary evaluation and individualized behavioral program planning

Individuals admitted to Idylwood have individual interdisciplinary programs developed for and with them. The treatment team consists of an internal medical physician, psychiatrist, nursing staff, dietician, occupational therapists, social workers, and activities staff. Residents who are experiencing medical or behavior difficulties are reviewed by an interdisciplinary team at least weekly. It is often the interaction of medical and behavior non-compliance that results in negative resident outcomes so having all treatment team members in the same room to discuss options is an essential part of the program.

Neuro-Rehab services and activities designed for each individual's level of cognitive and medical disability

Overview: following assessment and the identification of resident long term and short term goals, residents are encouraged to participate in our neuro-rehab program. The program is delivered to residents individually and in groups. The overall mission of the program is to assist residents to attain and maintain their highest level of functioning, while living a meaningful life, with opportunities to move to a lower level of care where appropriate. Residents have a wide range of needs and abilities.

The program is rich and varied, offering opportunities to participate in the life of the Idylwood community at many different levels. Some opportunities are devised to be accessible to residents with varied levels of functioning e.g. soup preparation-which meets the needs of those residents working towards discharge as well as those who benefit from the non-institutional experience of cooking your own food from food grown in your garden.

The program aims to provide a non-aversive living experience, validation of residents wherever possible and building relationships in which the resident feels that they are important and can affect their environment and make choices.

The program offers: opportunities to participate skills training, education and provides positive daily experiences along with encouragement from staff to join in with others while at the residents own pace.

Life Skills training (independent living and community preparedness): personal care, money management, impulse control/stress management, physical fitness, nutrition/culinary skills, community awareness training, goal setting, safety awareness, prevocational activities -horticulture, volunteer/community service experience.

Meaningful living services: peer support/group activities, recreation arts, health education, gardening, cooking, spiritual fulfillment (art, music, nature appreciation, church, Tai Chi), self- directed learning (reading, internet, tapes), social events and fun, community outings to enhance residents mood.

Health Education: Individual and group: Dialectical Behavior therapy, Recovery interventions, Dual diagnosis groups, AA attendance

Rehabilitation services designed to improve or maintain functional self-care skills

Rehabilitation services are provided by a professional staff of therapists which includes: physical therapists, occupational therapist, speech therapists, physical therapy assistants, and occupational therapy assistants. Services are available daily and focus on swallowing, feeding, dressing, bathing, ambulating, and positioning. Residents are assessed quarterly. Rehabilitation goals are to improve or maintain functioning levels in an effort to discharge to a lower level of care or to maintain current placement status.

Individualized attention and an enriched social environment

Idylwood Care Center staff provides proactive social engagement. The combination of a structured program and staff flexibility are essential to accommodate resident behaviors. Residents often fail at other facilities because residents are unable or unwilling to accommodate themselves to established program routines. Staff at Idylwood strive to meet any need that can be met safely and without medical or behavior deterioration (i. e., staff strive to avoid the triggers that often end a placement by resulting in an escalating cycle of resident behavior and staff prohibition). In order to achieve this it is necessary to have supervisory staff in regular contact with the residents. Offices are on the unit, supervisors have individual and group meetings with residents daily, and residents needs are met whenever possible.

Neuro-Rehab Service Content:

Designed to provide 10 hours of activity options daily. Residents are encouraged to participate in a minimum of two hours a day. Planning and scheduling of activities are based on the current needs, interests, and abilities of residents. Activities are broken down in the following categories:

1. Personal care
2. Money management
3. Impulse control stress management
4. Physical fitness
5. Culinary skills group
6. Health and wellness
7. Prevocational activities
8. Meal preparation and planning
9. Placement preparedness
10. Goal setting activities
11. Community awareness training
12. Community service projects
13. Horticulture therapy

Health Education: Individual and Group

1. Wellness Awareness
2. Dialectical Behavior Therapy
3. Recovery Groups
4. Group Counseling
5. Individual Counseling
6. Coping Skills Group
7. Community outings

Meaningful Living Services

1. Peer support group activities
2. Education and recreational activities

3. Social activities; community outing, parties, special events
4. Cooking groups
5. Gardening groups
6. Spiritual fulfillment activities
 - Art
 - Music
 - Nature appreciation
 - Church
 - Tai Chi
7. Self-Directed learning opportunities
 - Reading
 - Internet
 - Tapes

2. PROGRAM OBJECTIVES

- a. An increase in discharge Global Assessment Functioning, G. A. F. over admission G.A.F.

It is expected that clients admitted to CONTRACTOR's facilities will have displayed a decrease in their ability to function, which has necessitated placement. This would be documented by a specific rating on the G.A.F. Since a discharge to a less restrictive placement would indicate a higher level of functioning, discharge residents would be expected to have a higher rating on the G.A.F. at discharge than on admission. This performance objective is that 60% of all discharges will have a 20-point increase in the discharge G.A.F. over admission G.A.F.

- b. Discharges to Less Restrictive Settings

Since the goal of the Special Treatment Program, S.T.P., is to help achieve a greater degree of functioning in a less restrictive environment; this performance objective is that at least 60% of discharges will be to a less restrictive setting.

- c. Reduction in County's Utilization of State Hospital Days

CONTRACTOR has been requested to help each county reduce their state hospital days. This performance objective is that no more than 15% of discharges will be to a more restrictive setting.

- d. Patients to receive an average of 35 hours of S.T.P. per week

Regulation requires that S.T.P. clients receive 27 hours of program. The special patch money is to provide additional treatment hours over the required amount. Their performance objective is that clients receiving mental health patch funding shall receive an average of 35 hours of S.T.P. on a weekly basis.

3. PATIENT REFERRAL AND ELIGIBILITY FOR SERVICES

a. Patient Referrals

It is contemplated that CONTRACTOR will serve male and female patients who display moderate to severe impairment of adaptive functioning, and who required supervised care in a locked setting. All referrals to CONTRACTOR for augmented skilled nursing services will be made solely by the Director of Mental Health or his/her authorized designees, with the consent of the Lanterman-Petris-Short Act, L.P.S., Conservator when appropriate.

b. Patient Criteria

Patients may range in age from 18 to 65, but exception will be made when placement in our program is considered the only appropriate alternative. While voluntary admissions will be accepted, preference will be given to L.P.S. Conservatees. Patients will be ambulatory and shall be able to provide self-care for Activities of Daily Living, ADL's, although some supervision may be required.

c. Financial Eligibility

Financial eligibility will be determined prior to admission using the Uniform Method of Determining Ability to Pay, UMDAP. Since all of our patients are current users of the Mental Health System, we expect that financial information is readily available. All patients will have current Medi-Cal cards and numbers available.

4. PROBLEMS ANTICIPATED TO BE TREATED

- a. Bizarre behaviors, gestures or actions, which preclude acceptability outside a locked setting.
- b. Hostile verbalization or physically aggressive actions directed toward others, which could result in injury.
- c. Psychological instabilities such that period of remission as well as periods of psychosis or confusion are so transient or unpredictable that they endanger the patient if placed outside a secure setting.
- d. Behavior that occasionally presents a risk to destruction of property.
- e. Patients that consistently refuse medication and other treatment at a lower level of care.

- f. Chronic disorientation or disinterest in the immediate environment to the extent that the patient is unable to recognize and avoid dangerous or life-threatening situations, or is so unmotivated that he is unwilling to care for himself.
- g. Patients who suffer from organic brain syndrome.
- h. Patients who are suicidal risk.
- i. Patients who are at risk to leaving the facility without their conservator's approval.
- j. Patients who have substance abuse programs.

5. PATIENT SCREENING

Patient screening will be performed by the admissions committee for CONTRACTOR. The admission committee may review a prospective patient by means of any or all of the following procedures:

- a. Review of applicable case histories
- b. Examination of current medical/treatment records
- c. Request and review of applicable special medical conditions not treatable at CONTRACTOR's facilities
- d. Interviews with prospective patient and family members as indicated
- e. On-site review of the patient when case histories are inadequate or current behaviors are questionable.

6. PATIENT ASSESSMENT, CASE PLANNING, AND INDIVIDUAL PROGRAMS

- a. Upon admission, the Clinical Director of the program interviews the patient and places him/her in a group.

Changes in the patient's treatment group are determined by the clinical director. There are five (5) treatment groups distinguished by functional level.

The group leader completes orientation and monitors the patient's adjustment to the facility.

Patients who are admitted to this program typically have had a diagnostic work-up prior to admission. An attending psychiatrist will be assigned upon admission as well as a medical doctor and psychologist. The facility psychiatrist interviews the

patient and completes a psychiatric evaluation within 72 hours of admission. The medical doctor completes a physical exam. Psychological treating will be done by the psychologist, each patient will have a current Diagnostic and Statistical Manual of Mental Disorders-5 (DSM-5) diagnosis with a five Axes.

b. Case Planning

Within five days of admission a case conference will be held to formulate an individual treatment plan. The treatment plan (patient care plan) will be based upon:

1. The assessment done by the psychiatrist and medical doctor
2. The testing done by the psychologist
3. The assessment done by the clinical director of the program
4. The nursing assessment done by the psychiatric Registered Nurse, R.N.
5. Additional assessments done by dietary supervisor and involved agencies when needed.

c. Individual Treatment Plan

Individual patients are expected to participate in the team meetings, as they are able. All treatment plans developed must be reviewed and approved by the attending psychiatrist. The Interdisciplinary Team shall be responsible for at least all of the following:

1. Specifying signification medical, nursing or nutritional needs, including laboratory work as necessary, requiring routing attention as part of the treatment program.
2. Identifying specific behavioral problems which currently prevent the individual from living in a lower level of care including: self-care skills, behavioral control, social skills, and community skills.
3. Specifying useful behavioral objectives for each identified problem. (Objectives shall be specific measurable, and time limited, and purpose acceptable alternative behaviors or signification subskills).
4. Developing clear and effective program plans intended to ensure the accomplishment of the objectives and the resolution of the problems.
5. Preparing a preliminary discharge plan for following the recommendations of the attending psychiatrist.
6. Performing a quarterly review of program progress and discharge plans.

7. OTHER SERVICES AVAILABLE

Narcotics Anonymous Meetings and Alcoholics Anonymous Meetings in the facility and community, Group Outings, Monthly Family Meetings with a Licensed Social Worker, L.C.S.W., Religious Services, Individual counseling with a vocational rehabilitation specialist as indicated, Adult Education Classes, Responsibility Therapy.

8. DISCHARGE AND CASE CLOSURE POLICIES AND PROCEDURES

The discharge of patients is determined by the Interdisciplinary Team in conjunction with Tulare County Mental Health Placement Unit and Public Guardian's Office when discharge is recommended. The Placement Unit will work closely with the County Conservator's Office. Since most patients are placed involuntarily, coordination with this agency is essential. Although individuals admitted voluntarily will be free to leave the program when they wish, their discharge will be coordinated whenever possible with appropriate parties.

A plan is prepared for all patients at the time of discharge. The discharge plan includes an assessment of unresolved problems and specific recommendations for needed services following discharge. The discharge plan also includes the final Diagnostic and Statistical Manual of Mental Disorders Fourth Edition, DSM IV, diagnosis. In addition, CONTRACTOR will supply the necessary transfer forms to accompany the patient. The COUNTY will expedite placement when a written recommendation for discharge has been made by CONTRACTOR.

9. COMMUNITY PARTICIPATION

a. Patient Government

CONTRACTOR presently sponsors a patient government which provides consumer advisory input to our program. In addition, we will meet with the Tulare County Mental Health Board and the boards of various community agencies as needed. These activities will serve to explain our program, report on problems we encounter, and to solicit services for our patients.

b. Volunteers

At the present time, CONTRACTOR has one volunteer working with the Chemical Dependency Program. We expect in the near future to increase this number.

10. COST REPORTING/DATA COLLECTION (CR/CD) CATEGORIES

- a. Program Type: Regular Short-Doyle (01)
- b. Program: Treatment (03)
- c. Mode of Service: Day Services (10)
- d. Service Function: Skilled Nursing Facility (SNF) Augmentation (60-69)
- e. Statistical Unit of Service: Patient Day
- f. Provider Category: Skilled Nursing Facility

11. QUALITY ASSURANCE

CONTRACTOR shall develop and implement a quality assurance plan for all Medi-Cal clients, including utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health Letters and Memos, and County Mental Health quality assurance policies and procedures. A copy of the plan shall be submitted to

Tulare County Health & Human Services Agency/Department of Mental Health for approval prior to submission of any claims for payment of services specified in this Agreement.

12. CLINICAL REVIEW AND PROGRAM EVALUATION

The Director of Mental Health, or his/her designee, shall have the right, without prior notice, to monitor the kind, quality, appropriateness, timeliness, and amount of services and the criteria for determining the persons to be served. This right shall include the right to review staffing patterns, staff schedules, hours worked and all records pertinent to the provision of the services under this Agreement.

13. PATIENTS' RIGHTS

- a. CONTRACTOR shall give the patients' notice of their rights pursuant to and in compliance with California Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights, as well as the complaint process.
- b. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. Good cause for denial of rights set forth in Welfare and Institutions Code section 5325 shall be in accordance with the provisions set forth in California Code of Regulations; Title 9, Sections 865, 865.1, 865.2, 865.3, 865.4; and 865.5.
- c. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code 5325.1 which cannot be denied for any reason.
- d. CONTRACTOR shall report any denial of right, as required by law to the Patients' Advocate of the Appropriate Local County and cooperate and assist the Patients' Advocate in investigating any allegations of denial of rights or any other activity, to ensure patients' rights, as the Advocate deems appropriate.
- e. CONTRACTOR shall provide treatment services which promote the potential of the patient to function independently, and in the least restrictive manner and also in a manner which is free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect.
- f. CONTRACTOR shall ensure the right to treatment by providing an individualized treatment plan, which specifies the goals of the treatment, and the criteria by which the goals can be evaluated and ultimately accomplished. The goals of the treatment plan shall be the equivalent to reducing or eliminating the behavioral manifestation of grave disability. When the progress review determines that the

goals have been reached and the person may be placed at a lower level of care, or is no longer gravely disabled, the CONTRACTOR will facilitate the provision of necessary documentation other activities that will expedite the process of placing the individual in a less restrictive setting and/or removal of Conservatorship as consistent with Welfare and Institutions Code sections 5352.6 and 5325.1(a).

14. TRAINING PROGRAM COORDINATOR

CONTRACTOR will maintain active in service and other training programs as stipulated in Title 22 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

15. CONTRACTOR STAFF

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

16. REFERRALS

Referrals to CONTRACTOR for provision of services may be made by any provider designated by the Director of Mental Health. COUNTY shall not be responsible for cost of any services, which are not made pursuant to a referral as set forth in this paragraph.

17. DISPUTES

Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

18. CLIENT MONITORING

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned case manager and CONTRACTOR's staff is vital.

- a. The purpose of the contact will be to:
 1. Ensure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR's facility.
 2. Monitor the client's participation to ensure the client is making the fullest use of the program provided.
 3. Monitor the client's progress to ensure that appropriate discharge plans are made and completed on a timely basis.
- b. To facilitate close coordination of services, COUNTY agrees to:

1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
 2. Ensure that case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.
 3. Move clients in a timely fashion when a written discharge request is delivered.
 4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
 5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.
- c. To facilitate close coordination of services, CONTRACTOR agrees to:
1. Ensure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
 2. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

19. REPORTS

- a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of services performed.
- b. CONTRACTOR shall prepare a revenue collection report which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis and such report shall be forwarded to COUNTY with the monthly billings.
- c. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

20. CONTRACTOR RESPONSIBILITIES IN PROVIDING MENTAL HEALTH SERVICES

CONTRACTOR further agrees:

- a. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.
- b. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
- c. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

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).

HELIOS HEALTHCARE, LLC
EXHIBIT B
COMPENSATION
FISCAL YEAR 2018/2019

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR at the daily rates approved by the California Department of Health Care Services (DHCS) for each day that each authorized County client is in CONTRACTOR's facility. These daily rates times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR to the maximum compensation of One Hundred Thousand Dollars (\$100,000.00). This shall consist of County, State, and Federal funds. 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.
- 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 based on Medi-Cal/Medicare site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal or Medicare eligibility status and will take steps to reactivate or establish eligibility where none exists.
- 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.
- g. 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 determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) 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

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:

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

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 B-1

HELIOS HEALTHCARE, LLC**7/1/2018**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Idylwood Care Center	Medi-Cal Published Rate	108.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	128.00 155.00 278.00 Negotiated

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 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.