

TULARE COUNTY AGREEMENT NO. 28767

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2017 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC, a California Limited Liability 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 short-term, acute inpatient psychiatric services to Tulare County residents; and
- B. CONTRACTOR has the experience and qualifications to provide the services 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; and

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.
- 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/>

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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 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:

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. Burrell Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC
5201 White Lane
Bakersfield, CA 93309
Phone No.: 661-241-5509

(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.

BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC

Date: 6/26/18

By [Signature]
Print Name Beckie Shauinger
Title CEO

Date: 6/26/18

By [Signature]
Print Name MARK D. NEWS
Title CFO

[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: 7/31/2018

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 # 2018951

**BAKERSFIELD BEHAVIORAL HEALTH HOSPITAL
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEARS 2017-2018 THROUGH 2019-2020**

CONTRACTOR AGREES

1. To provide an environment conducive to the treatment of all mentally disabled persons. This shall include, but is not limited to: adequate room, patient bed space, individual storage for patient use, telephone service, access to the patient's rights advocate and to family members and visitors.
2. To have written admission and employment practices and policies in conformance with State and Federal laws and regulations pertaining to equal access to services and non-discrimination/equal opportunity in Assurances attached to the herein Agreement and made a part thereof.
3. To protect the confidentiality of patients in conformance with, but not limited to, State Welfare & Institutions Code § 5328, and 45 Code of Federal Regulations § 205.50.
4. To protect the rights of individuals admitted for service in conformance with Welfare & Institutions Code § 5325 and any other applicable governing law, especially with regard to the administration of psychotropic medications, provision of electro convulsive therapy and use of seclusion therapy.
5. The decision to admit is solely that of the CONTRACTOR. However, where admission is granted, CONTRACTOR is to provide for those individuals referred by designated County staff members (a list of whom shall be approved CONTRACTOR) twenty-four (24) hour a day hospitalization for up to seventy-two (72) hours of involuntary treatment and evaluation, and for additional involuntary treatment as agreed (pursuant to the Welfare & Institutions Code, § 5150 et seq.), as well as treatment to which patient consent, or representative consent, where legally necessary, has been obtained. Treatment services shall include intake, assessment, counseling, activities, room, board, security, and such medical care as is directly incident to the provision of psychiatric services (e.g., pharmacy services; imaging services, not including catscans, laboratory services necessary for the prescription and administration of medications, or the actual medications). County shall provide CONTRACTOR with such information as is reasonably necessary to aid CONTRACTOR in treating patients.
6. To maintain the continuing appropriateness of admissions through processes required by law such as, but not limited to, hearings pursuant to Welfare & Institutions Code § 5256, and habeas corpus hearings.
7. CONTRACTOR shall consult with designated County staff on such matters as admission, treatment or provision of other services prior to delivery of services. However, when immediately medically necessary, services shall be provided or caused to be provided by the Medical Director or designee without consultation. In such circumstances, CONTRACTOR

will notify the COUNTY of the admission within 24 hours, pursuant to California Code of Regulations, Title 9, Chapter 11, Section 1820.225. After notification of admission, COUNTY will perform concurrent review for assessment of medical necessity. Review will be in person or by phone at the COUNTY's discretion.

8. CONTRACTOR shall provide COUNTY with copies of, pertinent portions of the patient's record immediately on discharge. The records should include a typed discharge summary, and records of cost and any other such data as may be required by COUNTY for the preparation of the patient for post-hospitalization placement; and/or preparation of required reports. COUNTY staff shall be permitted to attend treatment team meetings and CONTRACTOR shall notify of treatment team meetings. CONTRACTOR to notify COUNTY of all Medi-Cal denials as these become known to CONTRACTOR.
9. To perform physical examinations as soon as possible but no later than twenty-four (24) hours after admission.
10. To provide for patients, as clinically indicated, with non-psychiatric related medical services such as, but not limited to, laboratory service, radiology service, E.E.G.'s, and pharmacy service. Such services may be provided through independent contractors, but, if so done, CONTRACTOR shall remain responsible for the selection of such subcontractors and the work thereof.

Where special medical, surgical, or other additional services are deemed appropriate, the authorization of COUNTY shall be obtained. CONTRACTOR shall notify COUNTY if a COUNTY patient is moved out of the psychiatric ward due to a need for medical services or due to patient violence, hallucinations, injuries or other unusual incidents. CONTRACTOR, through its Medical Director or designee, shall secure a physician as an independent contractor to provide medical services. Each physician so provided shall be a member of the Medical Staff of Contractor.

CONTRACTOR must obtain authorization from COUNTY for any medical consultation services or special procedures. Authorization may be obtained from designated staff during normal business hours. Outside of normal business hours, CONTRACTOR may obtain authorization through the COUNTY'S 24-hour Crisis Team. In an emergency, if CONTRACTOR is unable to contact COUNTY for authorization, CONTRACTOR may proceed with medical consultation and special procedures, but shall inform COUNTY within 24 hours of patient admission.

11. Any patient who, in the judgment of CONTRACTOR's Medical Director or designee and COUNTY, is determined to be violent or who cannot be securely treated by CONTRACTOR shall be transferred by COUNTY to a more appropriate setting with the aid of CONTRACTOR. CONTRACTOR's Medical Director or designee may also request the aid of a guard in securing or transferring patient. COUNTY shall be given sufficient notice to make alternative arrangements for placement of the patient. CONTRACTOR may also request the aid of a guard during transfer of individuals transferred from jail who are declared likely escape risks, or who have felony charges of a violent nature pending. CONTRACTOR

shall also notify COUNTY of any individual with a projected length of stay that may affect CONTRACTOR's facility license or accreditation (e.g., children or adolescents). Notice shall be sufficient for COUNTY to make alternative arrangements for patient placement. Further, CONTRACTOR avers no patient involuntary detained pursuant to a police hold or Welfare & Institutions Code § 5150 shall be given a pass to leave unit.

12. CONTRACTOR shall discuss with and notify COUNTY of discharge plans of patients residing in County. However, final responsibility for the planning, implementation, and termination of patient's services remains with the CONTRACTOR.

In the event a COUNTY Short Doyle or Medi-Cal patient has remained hospitalized for five (5) or more days (excluding weekends and legal holidays) COUNTY staff will become actively involved with CONTRACTOR's staff in making discharge decisions by directly participating in the utilization review function and in a treatment conference with the Corporate Medical Director for Behavioral Medical Services or designee.

13. CONTRACTOR shall treat adolescents and children in legally approved settings and clinically appropriate settings
14. CONTRACTOR recognizes that COUNTY cannot guarantee the number of individuals referred Conversely, COUNTY recognizes that CONTRACTOR cannot guarantee the availability of inpatient services at all times, and:
 - a. CONTRACTOR and COUNTY agree that additional services not specified in this Agreement may be requested and provided upon the written agreement of both parties.
 - b. In case of emergency medical needs, written authorization must be obtained from the COUNTY Mental Health Director or designee as soon as possible, following provision of emergency needs.
15. 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 qualification 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 reference.

16. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
17. 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 instruction and formats.

**BAKERSFIELD BEHAVIORAL HEALTH HOSPITAL
EXHIBIT B
COMPENSATION
FISCAL YEARS 2017-2018 THROUGH 2019-2020**

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibit A, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Nine Hundred Thousand Dollars (\$900,000) total, of which Three Hundred Thousand Dollars (\$300,000) shall be per Fiscal Year. 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.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- d. 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.
- e. 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.
- f. 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.
- g. For CONTRACTOR's patients funded by Medi-Cal or Medicare, COUNTY shall have no responsibility and CONTRACTOR shall assume all billing/collections efforts herein, for those patients except that:
 - i. COUNTY shall assure that current Medi-Cal or Medicare recipients have their Medi-Cal or Medicare cards with them at time of admission or at the earliest possible time thereafter.
 - ii. COUNTY Shall be financially responsible for admissions if said admission are based upon referral from COUNTY's Crisis Response Team, or are otherwise authorized by COUNTY, and if Medi-Cal or Medicare denies payment. If CONTRACTOR is subsequently paid by Medi-Cal or Medicare, COUNTY shall be reimbursed for such payment.
 - iii. For patients with private insurance, CONTRACTOR shall bill such third party payors.
- h. For CONTRACTOR's patients determined to be "county funded only," i.e., without any other financial resources for the provision of inpatient psychiatric services including IMD consumers, COUNTY shall be financially responsible solely for the daily rate. The daily rate included in this contract is considered to be payment in full, subject to third party

liability and patient share of cost for psychiatric inpatient hospital services to a beneficiary. CONTRACTOR shall look solely to COUNTY for payment and not look to patient or any other source for reimbursement.

- i. COUNTY agrees to compensate CONTRACTOR for each pre-authorized service type, to include a specified number of allowed contacts. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered for unauthorized services, for services in excess of the number of authorized daily contacts, nor for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contacts provided by CONTRACTOR.
- j. 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

- a. 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.
- b. 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.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the address below no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The hospital must submit charges using a UB-04 CMS-1450 form which details all services provided.

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

- 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.

- c. 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.

BAKERSFIELD BEHAVIORAL HEALTH HOSPITAL
EXHIBIT B-1
DAILY RATES
FISCAL YEARS 2017-2018 THROUGH 2019-2020

The daily rate is all inclusive for services as defined as psychiatric inpatient services in Title 9, Chapter 11, Section 1810.430 (d) (5), and that rate does not include non-hospital based psychiatric services rendered to a beneficiary covered under the contract. The day of discharge is non-reimbursable.

The daily rates for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are:

1. Medi-Cal (Ages 12 -20, and 65+)

	Adult	Child
FY17/18	\$916 per Day	\$1,102 per Day
FY18/19	\$966 per Day	\$1,150 per Day
FY19/20	\$966 per Day	\$1,150 per Day

2. Non-Medi-Cal/Short-Doyle Rates

	Adult	Child
FY17/18	\$916 per Day	\$1,102 per Day
FY18/19	\$966 per Day	\$1,150 per Day
FY19/20	\$966 per Day	\$1,150 per Day

3. Administrative Day

Administrative Days shall be paid at the rate approved by the State Department of Health Services for the current Fiscal Year in which this Agreement is in effect (per CCR Title 9 Chapter 11 section 1820.110(d)).

4. Transportation to Hospital is not included as a covered service by the CONTRACTOR. Transport post-release will be included as a covered serviced by CONTRACTOR.
5. Professional Psychiatric Services are not included in the psychiatric inpatient day rays and are to be billed separately to the COUNTY.

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.*

EXHIBIT C

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.