

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

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

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **OAKLANDIDENCE OPCO, LLC**, a California Limited Liability Corporation, DBA Medical Hill Healthcare Center ("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 Skilled Nursing Facility/Institutions for Mental Health Disease (SNF/IMD) services to COUNTY'S Mental Health Program; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to 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 February 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, A-2, A-3.
- 3. PAYMENT FOR SERVICES:** See attached Exhibit B.
- 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  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	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. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

OAKLANDIDENCE OPCO, LLC  
 DBA Medical Hill Healthcare Center  
 475 29TH Street  
 Oakland, CA 94609  
 Phone No.: 510-832-3222  
 Fax No.: 510-832-5617

(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.

Date: 12/4/18

OAKLANDIDENCE OPCO, LLC  
DBA MEDICAL HILL HEALTHCARE CENTER

By: [Signature]

Print Name Mark Hancock

Title owner / CFO

Date: 12/4/18

By: [Signature]

Print Name Jason Murray

Title owner / CEO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman or 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 17203.01, 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] 1/22/19  
Deputy

Matter # 20181083

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEARS 2017-2019**

475 Twenty-Ninth Street  
Oakland, CA 94609  
(510)832-3222

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to mentally disabled adult persons ages eighteen (18) to sixty-four (64) years, pursuant to Welfare and Institutions Code, Division 5, commencing with section 5000; Title 22 of the California Code of Regulations, sections 72001. et seq., State Department of Mental Health Policies and Directives; and other applicable statutes and regulations. In addition, CONTRACTOR agrees to provide COUNTY with Geropsychiatric Nursing Care services for mentally disabled adult persons age sixty-five (65) years and older, pursuant to California's Welfare and Institution Code, section 5900 et seq., Title 22 of the California Code of Regulations, sections 51335, 71443-72475 and the State Department of Mental Health policies and Directives, and other applicable statutes and regulations. Title 22 of the California Code of regulations describes and defines programs that serve consumers who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. In addition,

For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. An emergency IMD bed-hold for psychiatric reasons beyond one (1) day must be approved by Director, Department of Mental Health or designee. The COUNTY will pay for the first bed-hold day and approval may be provided by the COUNTY for an additional two (2) bed-hold days after consulting with the CONTRACTOR. The COUNTY will have the final say on a case-by-case basis if an extended bed-hold of beyond three (3) days is necessary. The CONTRACTOR will notify the COUNTY immediately if consumer has a relapse and CONTRACTOR has knowledge that the consumer will require long-term treatment at an acute facility lasting seven (7) days or more.

CONTRACTOR shall provide the following:

**I. BASIC DAILY RATE SERVICES**

Basic Daily Rate services consist of usual and customary Geropsychiatric Nursing Care services to mentally disabled adult persons age sixty-five (65) years and older as an alternative to State hospitalization or other high levels of care. In addition, CONTRACTOR will provide skilled nursing facility services to adults aged eighteen (18) to sixty-four (64) years of age.

Services shall be provided in a secure, skilled nursing facility located in 475 Twenty-Ninth Street, Oakland, CA 94609, which offers twenty-four (24) hour care and staffing. CONTRACTOR shall, in conjunction with COUNTY, develop and implement a treatment plan, using resources available to both CONTRACTOR and COUNTY.

CONTRACTOR shall provide appropriate activities for COUNTY patients and ongoing consultation with COUNTY's Older Adult Team.

CONTRACTOR shall use its best efforts to facilitate each patient's transfer to a lower level of care, through collaboration with COUNTY.

CONTRACTOR shall ensure that COUNTY Public Guardian receives two (2) physician's declarations required to renew Lanterman–Petris–Short Act (LPS) Conservatorships at least forty-five (45) days prior to the expiration of the conservatorship term.

Basic Daily Rate Services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming as appropriate.

## **II. SPECIAL TREATMENT PROGRAMS**

Special Treatment Programs (STP) serve patients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These patients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas; self-help skills, behavioral adjustment, interpersonal relationships, pre-vocation preparation, alternative placement planning and pre-release planning.

## **III. ENHANCED SERVICES**

Enhanced services augment the services of Basic and Special Treatment Programs. Enhanced services are designed to serve consumers who have subacute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is seriously and persistently mentally ill adults whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Consumers needing these services are male or female; have a major psychiatric diagnosis, organic brain syndrome or major mental disorder, are a LPS conservatee or Probate conservatee of Tulare County; are physically impaired, perhaps non-ambulatory; and present a special or unusual behavior management issue.

The major objectives for these services are; to control and modify the consumer's destructive behavior; and, prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

#### **IV. REQUIREMENTS**

All patients designated to receive enhanced services shall be approved in writing by the COUNTY's Director, Department of Mental Health, or designee prior to the implementation of said enhanced services at the time of placement. If the services of the consumer housed in the facility has a need to increase the level of care from Basic to Enhanced services, an approval has to be obtained in advance from the COUNTY's Director, Department of Mental Health, or designee. Any emergency provision of enhanced services will need a written authorization within five (5) working days of any oral authorization.

The above bed requirements are based on average use and COUNTY does not guarantee any minimum bed days. Payment will be made for beds utilized.

Upon mutual oral consent of the CONTRACTOR and COUNTY's Director, Department of Mental Health or designee, Contract shall accept and place into CONTRACTOR's facility all consumers referred by COUNTY. COUNTY shall coordinate the placement of consumers with CONTRACTOR's staff.

#### **V. REPORTING**

CONTRACTOR shall be required to submit monthly census reports detailing the number of COUNTY consumers living in the facility on a daily basis.

#### **VI. OBJECTIVES/EVALUATION**

A strong evaluation component will be required for these services. The provider will be required to have an evaluation program that includes observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing for approval by COUNTY within 60 days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on consumer behavior or status.

EXHIBIT A-1  
TULARE COUNTY MENTAL HEALTH PLAN,  
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) and the consumer and/or guardian, if appropriate.
- B. Assessment Update: As clinically indicated, with best practice being at least annually, a re-assessment of key indicators of the client's condition will be performed and documented within the chart, particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.

2. Plan of Care

- A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission, and updated thereafter at twelve (12) – month intervals, based on the "Open Episode" date.
- B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually, within 30 days prior to the anniversary date of the previous CWP.
- C. Content of CWPs:
  - 1. Specific, observable or quantifiable goals and objectives.
  - 2. Proposed type(s) of intervention to address the functional impairments or reasonable risk of significant deterioration in current functioning as identified in the Assessment. Interventions should include description of both the particular service and the specific intervention actions pertaining to the service.
  - 3. Proposed duration and frequency of intervention(s).
  - 4. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature on the plan and/or reference to consumer's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer. Consumer plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the consumer plan goals.

- E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
- A. All service entries will include the date and time the services were provided.
  - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure
  - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.
  - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
  - E. The record will be legible.
  - F. The consumer record will document referrals to community resources and other agencies, when appropriate.
  - G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
  - H. Timeliness/Frequency of Progress Notes
    - 1. Shall be prepared for every Service Contact including:
      - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
      - b) Medication Support Services;
      - c) Crisis Intervention;
      - d) Case Management/Targeted Case Management (billable or non-billable).
    - 2. Shall be daily for:
      - a) Crisis Residential;
      - b) Crisis Stabilization (1x/23hr);
      - c) Day Treatment Intensive.
    - 3. Shall be weekly for:
      - a) Day Treatment Intensive for Clinical Summary;
      - b) Day Rehabilitation;
      - c) Adult Residential.
    - 4. On each shift for other services such as Acute Psychiatric Inpatient.
4. Additional Requirements
- A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send



grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services.
- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
  - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
  - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

**EXHIBIT A-2**  
**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
- 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).



**EXHIBIT A-3  
ASSURANCES  
FISCAL YEARS 2017/2018 & 2018/2019**

CONTRACTOR CERTIFIES THAT:

**A. Nondiscrimination in Services, Benefits and Facilities**

1. Consistent with the requirements of applicable federal or state law, the CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.
2. During the performance of this contract, the CONTRACTOR and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical conditions, marital status, age or sex. The CONTRACTOR and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 7285 et seq.) The CONTRACTOR will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 , Division 4 of Title 2, CCR, are incorporated into this contract by reference and made a part hereof as if set forth in full. The CONTRACTOR and its subcontractor will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. The Contract will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, NO. 86, dated May 4, 1977.

**B. Patient's Rights**

1. The CONTRACTOR and all subcontractors assure that all recipients of services are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325 and 5325.1, in accordance with applicable laws, regulations and State policies relations to patient rights.

**C. Procedure for Complaint Process**

1. All complaints alleging discrimination in the delivery of services by the CONTRACTOR and/or subcontractor on any discriminatory basis prohibited by law,

may be resolved by the state through the Department of Mental Health's civil rights complaint process.

2. All unresolved complaint concerning patients' rights may be resolved by the state through the Department of Mental Health's Office of Patient's Rights.

D. **Notice of Complaint Process**

1. The CONTRACTOR and all subcontractors shall be subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination of a violation of their civil rights within the Department of Mental Health
2. Interpretive services are available, or will be obtained, for persons required to sign forms who are fluent only in a language for which no translated form is available.

E. **Access to Records**

1. The CONTRACTOR and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records, and accounts for purposes of investigation to ascertain compliance with applicable state and federal regulations.
2. The CONTRACTOR shall make records available for authorization review For fiscal audits, program compliance and beneficiary complaints.

F. **Compliance**

1. The CONTRACTOR and any subcontractor will adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statute and regulations.

G. **Per Diem Rate**

1. CONTRACTOR acknowledges that the per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services provided to beneficiaries.

**EXHIBIT B  
COMPENSATION  
FISCAL YEAR 2017-2019**

**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 Three Hundred and Sixty Thousand Dollars (\$360,000.00), of which One Hundred Eighty Thousand Dollars (\$180,000.00) shall be per fiscal year. 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, 2018 for Fiscal Year 2017/2018, and after April 1, 2019 for Fiscal Year 2018/2019.
- c. Rates: the following rates are based on each consumer per day:
  - o SNF Geropsychiatric Bed \$160 for FY17/18 and \$175 for FY18/19
  - o SNF Geropsychiatric Bed (STP) To be negotiated by DBH Director on a case by case
  - o SNF Geropsychiatric Bed (Enhanced) To be negotiated by DBH Director on a case by case
- d. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- 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. 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 unuly delay the work.
- h. 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.

**4. 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.

## 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.