TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CENTRAL STAR BEHAVIORAL HEALTH INC.,** a wholly owned subsidiary of **STARS BEHAVIORAL HEALTH GROUP HOLDING COMPANY, INC.,** both California Corporations ("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 provide 24-hour short-term medically necessary acute psychiatric inpatient care, specialty treatment services, and crisis stabilization for Tulare County Youth consumers; and

B. CONTRACTOR has the experience to provide acute psychiatric inpatient care, individualized treatment, supervision, and placement to persons with serious mental disorders; 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, 2020, and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: See attached **Exhibit A, A-1, A-2.**

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
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☒	**Exhibit D**	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☒	**Exhibit E**	Cultural Competence and Diversity
☒	**Exhibit F**	Information Confidentiality and Security Requirements
☒	**Exhibit G**	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
☒	**Exhibit G1**	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☐	**Exhibit H**	Additional terms and conditions for federally-funded contracts
☐	**Exhibit**	

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid 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.: 559-713-3718

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:
CENTRAL STAR BEHAVIORAL HEALTH, INC.
1501 Hughes Way, Suite 150
Long Beach, CA 90810
Phone No.: (310) 221-6336
Fax No.:(310) 221-6350

(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.

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

CENTRAL STAR BEHAVIORAL HEALTH, INC.

Date: 8/19/2020

By _____
Print Name Kent Dunlap
Title President & CEO

Date: 8/21/2020

By _____
Print Name Olivia Aranda
Title VP & 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: _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Allison K. Pierce 08/24/20
Deputy
Matter # 2020705

Exhibit A

Scope of Work
Fiscal Year 2020-2021

CENTRAL STAR PSYCHIATRIC HEALTH FACILITY

SCHEDULE OF SERVICES:

CONTRACTOR shall operate the youth Psychiatric Health Facility (PHF) 24 hours per day, seven (7) days per week. The PHF shall be located at 4411 E. Kings Canyon Road, Fresno, CA 93702.

TARGET POPULATION:

The target population will include youth twelve (12) years of age up to eighteen (18) years of age, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured clients who are referred by the Tulare County Department of Mental Health (COUNTY).

PROJECT DESCRIPTION:

CONTRACTOR will implement a youth Psychiatric Health Facility (PHF). Program goal of the PHF is to provide acute psychiatric hospitalization, coordinated discharge planning and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for youth and their families.

CONTRACTOR will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria, as defined by the California Department of Health Care Services. The 16 bed facility will be licensed by the State of California, Department of Health Care Services (DHCS), and meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the County.

CONTRACTOR shall be responsible to submit by mail or email all Client Service Information, admission data and billing information to COUNTY and will be responsible for any and all DHCS audit exceptions pertaining to the delivery of services. The CONTRACTOR will also be responsible for the mandated reporting of patient information and admission/discharge data and other required reports to the Office of State Health Planning and Development (OSHPD), the California Department of Health Care Services, and meet the submission deadlines on June 30 and December 31 each calendar year.

CONTRACTOR'S RESPONSIBILITIES:

A. GOALS:

1. Management and alleviation of client's acute psychiatric symptoms to prevent clients from requiring inpatient services and use a less restrictive level of care.

2. Clinical program recovery/strength based with appropriate professional staffing on a 24 hour, 7 day a week basis.

3. Safe, secure and structured environment that promotes the clients wellness and recovery, including connections to family and community.

4. Comprehensive multi-disciplinary evaluation and client-centered care plan for each client.

5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician will be utilized for menu planning and assessment for dietary special needs, consistent with Title 22 requirements.

6. Admission procedures will be in place for voluntary and involuntary clients.

7. Treatment Planning – The Psychiatric Health Facility staff will provide the following services captured in written assessment and care plans:

    a. Mental Status Examination

    b. Medical Evaluation

    c. Psycho-Social Assessment

    d. Nursing Assessment

    e. Multi-Disciplinary Milieu Treatment Program

    f. Individualized Focused Treatment Planning

    g. Aftercare Planning

8. Staffing

    a. The staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.

    b. All facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the SBHG Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a Fresno County Provider Application and be credentialed by the Fresno County Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Lives can) executed.

    c. Peer and/or Family Support staff will help to educate, support and advocate on behalf of children, youth and their families during the hospitalization and will assist with discharge planning and the transition to follow-on care.

9. Medical Records and Mandated Reporting:

    a. CONTRACTOR utilizes an Electronic Medical Record (EMR), MyEvolv by NetSmart. All services will be documented in the EMR.

    b. The CONTRACTOR will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.

    c. The CONTRACTOR will report information and admission/discharge data to the Office of Statewide Health Planning and Development and meet the submission deadlines of June 30 and December 31 each calendar year.

10. Organized Clinical Staff - clinical staff will be licensed psychiatrists, primary care physicians, psychiatric nurse practitioners and psychologists with appropriate education, credentialing and experience.

11. Pharmaceutical and Medication Services – controls traditional to PHF's for pharmaceutical and medication services will be reflected. CONTRACTOR will have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of med carts, administration, polypharmacy, and monitoring response will observed.

12. Physical Health Care – CONTRACTOR will contract with a primary care physician and a registered dietician. CONTRACTOR will provide a full health history upon admission. CONTRACTOR will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional needed services.

13. Schedule of Active Therapies - CONTRACTOR shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule clients participation activities tailored to each client's individual needs. There will also be daily meetings among the staff and youth for general education and guidance about unit activities and to collectively address milieu living issues.

14. Utilization Review, Billing and Cost Report:

    a. CONTRACTOR shall notify the Department of any admission of a COUNTY client within 24 hours or the next business day in a manner approved by the COUNTY. The notification method shall be mutually acceptable by both COUNTY and CONTRACTOR.

    b. CONTRACTOR shall be responsible to insure that documentation in the client's medical record meets medical necessity criteria for the hours of service submitted to County for reimbursement by federal intermediaries, third-party payers and other responsible parties.

    c. CONTRACTOR shall submit by mail or email all mental health data and billing information to the COUNTY and will be responsible for any and all audit exceptions by DHCS pertaining to the delivery of services.

    d. CONTRACTOR shall submit a complete and accurate State of California Department of Health Care Services Short (DHCS)/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 90 days following the end of each fiscal year.

    e. CONTRACTOR shall insure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the COUNTY.

15. Patients Rights and Certification Review Hearings

    a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with section 70707 of Title 22 of the California Code of Regulations and section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations section 438.100.

    b. CONTRACTOR shall allow access to COUNTY clients by the Patients' Rights Advocate designated by the COUNTY.

    c. CONTRACTOR shall conduct Mental Health Certification Review Hearings in accordance with regulations in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the COUNTY patient.

16. Grievances and Incident Reports - CONTRACTOR shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with Tulare County Mental Health Plan policies and procedures as indicated within Attachment A-1. CONTRACTOR shall provide a summary of the grievance log entries concerning County-sponsored clients to the COUNTY Director of Mental Health upon request in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the COUNTY, informing clients of their right to file a grievance and appeal.

CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY clients within twenty-four (24) hours of the business day following the incident. The CONTRACTOR shall use the Incident Report form as indicated within Exhibit I for such reporting.

Within fifteen (15) days after each grievance or incident affecting COUNTY -sponsored clients, CONTRACTOR shall provide COUNTY with the complaint and CONTRACTOR'S disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

B. <u>OBJECTIVES</u>

1. Safe and Secure Environment - to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder. All client care staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.

2. Provide the appropriate type and level of staffing to provide for a clinical effective program design.

3. Provide an intensive treatment program which has individualized client care plans.

4. Stabilize consumers as soon as possible in order to assist them in their recovery from mental illness.

5. Effectively partner with other COUNTY programs in accepting COUNTY consumers for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.

6. Identify COUNTY consumers with frequent admissions during the fiscal year and to develop strategies with other COUNTY and community agencies to reduce readmissions.

7. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care.

8. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The CONTRACTOR shall perform the following:

    a. Conduct an on going agency self survey using the COMPASSTM (Co-Morbidity Program Audit and Self-Survey for behavioral health services), using the recommended focus group process to engage staff of all levels in the conversation.

    b. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be ACHIEVABLE and REALISTIC for the program, based on the self assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:

        1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;

        2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;

3. Improvement in routine integrated screening, and identification in the data system of how many clients served have co-occurring issues;

4. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and

5. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each client.

C. **Regarding cultural and linguistic competence requirements:**

1. CONTRACTOR shall provide services as stated in section 27 of the Agreement.

D. **Regarding direct admissions to the PHF from COUNTY Mental Health programs or its contracted providers, the CONTRACTOR agrees to the following:**

1. To allow direct admits from COUNTY Mental Health programs or its contracted providers when PHF beds are available.

2. Said direct admits shall not require medical clearance. However, in the event a referred client is known to possess a contagious medical condition or condition requiring care beyond the scope of practice of PHF nursing staff, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

E. **Regarding the provision of court testimony related to PHF patients, CONTRACTOR agrees to the following:**

1. CONTRACTOR'S appropriate staff shall provide court testimony relevant to PHF clients when required.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Provide oversight (through the County Department of Mental Health, Director of Mental Health or designee) of the CONTRACTOR'S PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Health Care Services in regard to program administration and outcomes.

2. Assist the CONTRACTOR in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the contractor for ongoing consultation.

4. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. COUNTY will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

ATTACHMENT 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. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.

    B. 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).

    C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), 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.

    D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:

        1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:

            a) Presenting Problem

            b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health

            c) Mental Health History

            d) Medical History

            e) Medications

            f) Substance Exposure/Substance Use

            g) Client Strengths

            h) Risks, including trauma

i) Mental Status Exam

j) Complete Diagnosis, determined by an LPHA within their respective scope of practice

2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.

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.

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 from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.

C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:

1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.

a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.

2. Specific, observable or quantifiable goals and objectives.

3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).

4. Proposed duration and frequency of intervention(s).

5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan 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 and/or consumer's legal representative.

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 as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..

E. The record must 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 and the Beneficiary Problem Resolution policy and procedure.

a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

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 48 hours of request or determination of necessity) and "emergency" services (same day);

2. Access to routine mental health services (1st appointment within 10 business days of initial request. 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. Access to routine psychiatric (first appointment within 15 business days of initial request).

4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.

5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors' performance to periodic formal review.

6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.

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, 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).

Exhibit B
Compensation
Fiscal Year 2020-2021

1. COMPENSATION

a. COUNTY agrees to compensate CONTRACTOR for the services described in **Exhibit A** in accordance with the rates set forth in **Exhibit B-1,** subject to any maximums and annual cost report reconciliation.
b. The Maximum Contract Amount shall not exceed Two Hundred Fifty Thousand Dollars ($250,000). Payment 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. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rate or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
c. 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, 2021.
d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
f. CONTRACTOR shall certify that all Units of Service (UOS) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the **Exhibit A** of this Agreement.
h. 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.
i. 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. CONTRACT RENEWAL

a. If applicable, should both parties exercise the right to renew this Contract, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount within the current executed contract unless the Parties agree otherwise.

b. This contract may be renewed if the CONTRACTOR continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. The County may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract.

3. 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. 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.

4. INVOICING

a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated a report that validates services indicated on the invoice.
b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
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.

5. COST REPORT:

a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by the CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report and shall

be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice. CONTRACTOR shall be responsible for reimbursement to the County upon final settlement.

b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY and shall serve as the basis for a final settlement to the CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.
c. CONTRACTOR must keep records of services rendered to Medi-Cal beneficiaries for ten years or until final cost report settlement, Per W&I Code 14124.1.

6. RECONCILIATION AND SETTLEMENT:

a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

7. 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.

8. OVERPAYMENTS AND PROHIBITED PAYMENTS:

a. The County may offset the amount of any state disallowance, audit exception, or overpayment for any fiscal year against subsequent claims from the Contractor.
b. Offsets may be done at any time after the county has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the CONTRACTOR.
c. CONTRACTOR shall report to the County within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
d. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.
e. CONTRACTOR shall provide an annual report of such overpayments to the County.

f. The County shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by the County or State.

9. AUDIT REQUIREMENTS

a. The CONTRACTOR shall submit any documentation requested by the County or State in accordance to audit requirements and needs. Documentation can be requested any time and must be supplied within a reasonable amount of time.
b. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
c. The County will involve the Contractor in developing responses to any draft federal or State audit reports that directly impact the county.

10. BENEFICIARY LIABILITY

a. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
b. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the Contractor's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

Exhibit B-1
Fiscal Year 2020-2021

CENTRAL STAR PSYCHIATRIC HEALTH FACILITY

Daily Rate and Ancillary Fee Schedule

1. Contracted Daily Rate Services: Psychiatric Health Facility

Service	Unit	Rate
PHF	Day	$938.38
PHF Administrative Day	Day	$938.38

2. Ancillary Services (not covered in Daily Rate):

- Medications and other pharmacy services
- Mobile Xray
- Laboratory tests
- Ambulance transportation

For clients with MediCal insurance, ancillary services will be directly billed to State MediCal by providers contracted with CONTRACTOR (Central Star).

For clients with private insurance, ancillary services may be directly billed to private insurance company by providers contracted with Central Star or will be billed to Central Star.

For indigent clients, ancillary services will be billed to Central Star by providers contracted with Central Star.

Fees to COUNTY for ancillary services billed to Central Star and not covered by other insurance will include the charges to Central Star plus a four percent (4%) processing fee.

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, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark **X** if applicable)

☐ Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Kent Dunlap Date: 4/25/2020

Contractor Name Central Star Behavioral Health

Signature _____