

## FIFTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21581 is amended on \_\_\_\_\_, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **FRESNO CARE & GUIDANCE**, hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement No. 21581 for the purpose of providing a comprehensive and balanced range of Mental Health services.

B. The COUNTY and CONTRACTOR amended Agreement No. 21581 to increase funding for fiscal year 2003-2004 due to a State mandated rate increase.

C. The COUNTY and CONTRACTOR amended Agreement No. 21581 to extend the agreement to June 30, 2006 and increase funding for fiscal year 2005/2006.

D. The COUNTY and CONTRACTOR amended Agreement No. 21581 to increase the rate of compensation effective July 1, 2005, and to increase the maximum compensation for fiscal year 2005/2006.

E. The COUNTY and CONTRACTOR agree to amend Agreement No. 21581 to extend the termination of Agreement No. 21581 to June 30, 2007, update language in Exhibit "A-1," update compensation in Exhibit "B-1," and update language in Exhibit "B-2."

F. This amendment shall become effective July 1, 2006.

**ACCORDINGLY, IT IS AGREED:**

I. Effective July 1, 2006 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2007

II. Effective July 1, 2006 Exhibit "A-1" entitled Services is substituted in its entirety with the attached Exhibit "A-1," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2006 Exhibit "B-1" entitled Compensation is substituted in its entirety with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2006 Exhibit "B-2" entitled Cost Report is substituted in its entirety with the attached Exhibit "B-2," which Exhibit is made a part of this Agreement by reference.

V. Except as provided above, all other terms and conditions of Agreement No. 21581 shall remain in full force and effect.

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

**COUNTY OF TULARE**

By \_\_\_\_\_  
Chairman, Board Of Supervisors

**ATTEST:** C. BRIAN HADDIX  
County Administrative Officer/Clerk of the Board  
Of Supervisors of the County Of Tulare

By \_\_\_\_\_  
Deputy Clerk

**FRESNO CARE & GUIDANCE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Title Executive Director

Date: \_\_\_\_\_

By \_\_\_\_\_  
Title Director of Operations

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

Dated 05/08/00



**EXHIBIT "A-1"**  
**SERVICES**  
**FISCAL YEAR 2006/2007**  
**FRESNO CARE AND GUIDANCE**

**I. DESCRIPTION OF SERVICES:**

In accordance with and pursuant to the terms and conditions of this Agreement, CONTRACTOR agrees to provide a basic mental health rehabilitation program as described in Title 9, Chapter 3.5 of the California Code of Regulations to assist COUNTY in meeting the needs of their target population clients who require this level of care. These clients 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 or more of the following areas: self-help skills, behavioral adjustment, interpersonal relationships, prevocational preparation, and alternative placement planning. CONTRACTOR will be funded to provide a program to County residents who have been determined by the Director of Mental Health, or his designee, as appropriate for CONTRACTOR'S program.

**II. ELIGIBILITY:**

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

(b) A client's eligibility for admission to CONTRACTOR'S facility shall be certified by COUNTY prior to admission. Eligibility for Medi-Cal will be verified or confirmed by COUNTY. Any referral source that wishes to access funding for an individual client to enter CONTRACTOR'S facility must petition the Director of Mental Health for authorization by submitting a referral packet. This packet shall include, but may not be limited to:

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

(c) If the Director of Mental Health agrees that the presented information justifies admission to CONTRACTOR'S facility, or if Director of Mental Health determines that a situation exists that

requires waiving the preadmission packet submission requirement, Director of Mental Health will sign an Authorization for IMD and/or MHRC Admission form authorizing treatment. At a minimum, this form shall contain clear client identification, admission date, and County approval of the admission.

(d) CONTRACTOR shall not obtain non-urgent services for any Tulare County patients without prior authorization from Director of Mental Health or those persons designated by Tulare County, said services may be provided by independent contractors. CONTRACTOR agrees that all subcontractors will perform per terms of this Agreement.

Where special non-authorized psychiatric services are deemed necessary, authorization by Tulare County shall be obtained as established.

(e) Notification shall be given to Tulare County if patient requires emergency hospitalization or is the subject of or committed any unusual incident.

(f) CONTRACTOR shall make available to COUNTY, on request, a list of the persons who will provide services under this Agreement. This list shall state the name, title, professional degree, and job description.

(g) CONTRACTOR shall provide sufficient staffing levels so that during the provision of services under this Agreement such levels shall be in compliance with applicable state and federal law.

(h) CONTRACTOR warrants that all staff, including their subcontractors, who performs services under this Agreement shall be fully licensed and qualified to perform such services, shall be competent in the performance of such services, and shall perform such services according to acceptable professional standards of the applicable professional community.

### **III. TRAINING PROGRAM CONTRACTOR:**

CONTRACTOR will maintain active in-service and other training programs as stipulated in Title 9, Chapter 3.5 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

### **IV. CONTRACTOR'S STAFF:**

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

### **V. REFERRALS:**

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

### **VI. DISPUTES:**

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

### **VII. CLIENT MONITORING:**

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of

services that frequent, in person contacts between the assigned case manager and CONTRACTOR'S staff is vital.

(a) The purpose of the contacts will be to:

(1) assure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR'S facility.

(2) monitor the client's participation to assure the client is making the fullest use of the program provided.

(3) monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.

(b) To facilitate close coordination of services, COUNTY agrees to:

(1) provide an assigned case manager to make visits to CONTRACTOR'S facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.

(2) assure that the case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.

(3) move clients in a timely fashion when a written discharge request is delivered.

(4) regularly contact CONTRACTOR'S designee to receive information on progress between case manager visits.

(5) contact CONTRACTOR'S intake coordinator regarding any potential admission to the facility.

(c) To facilitate close coordination of services, CONTRACTOR agrees to:

(1) assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.

(2) prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

(d) In providing mental health services, CONTRACTOR further agrees:

(1) 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.

(2) To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.

(3) To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

#### **VIII. REPORTS:**

a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of services performed.

b. CONTRACTOR shall prepare a revenue collection report, which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis, and such report shall be forwarded

to COUNTY with the monthly billings.

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

d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

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**EXHIBIT "B-1"**  
**COMPENSATION**  
**FY2006/2007**  
**FRESNO CARE & GUIDANCE**

A. COUNTY agrees to compensate at the daily rate of **ONE HUNDRED FORTHY ONE DOLLARS AND 37/100 (\$141.37)** for each day that each authorized County client is in CONTRACTOR'S facility. The bed hold rate reduction is \$5.18 per day. These daily rate times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR to the maximum compensation of **ONE MILLION THIRTY-TWO THOUSAND DOLLARS (\$1,032,000.00)** Said daily rate may be changed by amendment to this Agreement.

B. CONTRACTOR shall submit an invoice for services provided within ten (10) days after the close of the month. Invoice shall contain adequate detail of services provided which will include a list of the approved clients in the facility, with all provider services rendered. Payment will be processed upon receipt of all necessary information.

C. CONTRACTOR will be solely financially responsible for clients over the age of 65 that are placed in one of the CONTRACTOR'S facilities for basic services.

D. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected. COUNTY will not fund services that have not been approved in advance by the Assistant Agency Director.

**FEES:**

CONTRACTOR, with input from various sources, including the State and County, will determine the cost of services and will use this information to formulate the daily rate cost. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.



## **EXHIBIT "B-2"**

### **COST REPORT**

#### **A. ANNUAL COST REPORT**

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each County fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Director of Mental Health, Mental Health Branch, Deputy Director-Clinical Services, or Assistant Director-Administrative Services. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate fiscal year forms supplied by the California Department of Mental Health. The annual cost report shall not be used for the year-end settlement of the cost of services provided under this fixed rate Agreement.

#### **B. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS**

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 the CONTRACTOR, its agents, officers, employees, or subcontractors of the programs or services provided under this Agreement, shall be paid by CONTRACTOR, out of its own funds, rather than by COUNTY, within thirty (30) days after the parties are notified that repayment or reimbursement is currently due. Offsets made by the State are included within the phrase "repayment or reimbursement".

#### **C. EXCEPTIONS TO REPAYMENT OR REIMBURSEMENT**

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal, and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal at its discretion. Any action or failure to act by CONTRACTOR, or by its agents, officers, employees, or subcontractors, including a failure to make diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or others, shall be paid by CONTRACTOR in accordance with this Exhibit.