

**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 **KAWEAH DELTA HEALTH CARE, INC.**, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing short-term inpatient psychiatric services.
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2023, and expires at 11:59 PM on June 30, 2025, unless earlier terminated as provided below or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibits A and A-1**.
- 3. PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibits B and 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 (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are, by this reference, made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT FORM
REVISION APPROVED 07/2021

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

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

COUNTY:

TULARE COUNTY HEALTH & HUMAN SERVICES
AGENCY
ATT: CONTRACTS UNIT
5957 SOUTH MOONEY BLVD
VISALIA, CA 93277
PHONE NO: 559-624-8000

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:

KAWEAH DELTA HEALTH CARE, INC.
ATT. MATHEW MILLER
400 W. MINERAL KING AVENUE
VISALIA CA, 93291
Phone No. 559-624-6734

(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.

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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.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which, taken together, form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

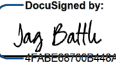
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**COUNTY OF TULARE
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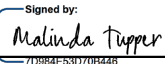
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

KAWEAH DELTA HEALTH CARE, INC.

Date: 4/18/2025

By  Jag Batth
Print Name Jag Batth
Title COO

Date: 4/17/2025

By  Malinda Tupper
Print Name Malinda Tupper
Title Chief Financial Officer

[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 _____
Pete Vander Poel, Chair, 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  _____
Deputy

Date: 4/28/2025

Matter # 2025194

EXHIBIT A
Scope of Services
Kaweah Delta Health Care District
Fiscal Year 2023/2024 through 2024/2025

GOAL

In a culturally and linguistically competent manner, provide psychiatric, medical, and other evidence-based therapeutic interventions, appropriate to the delivery of acute psychiatric care.

DESCRIPTION OF SERVICES

- A. Kaweah Delta Health Care District (CONTRACTOR) shall provide medically necessary acute inpatient hospital psychiatric services (as defined in CCR, Title 9, § 1174 and 1820.205) to COUNTY clients on a space available basis. As used herein, "Covered Services" shall mean acute inpatient psychiatric services for the direct care and treatment of the acute crisis phase of a mental condition as defined in CCR, Title 9, § 1810.247(b).
- B. CONTRACTOR shall be reimbursed at a per diem rate as outlined in Exhibit B-1. The per diem rate included in the contract is considered to be payment in full, subject to third-party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary. The per diem rate includes all services defined as psychiatric inpatient hospital services except psychiatric inpatient hospital professional services rendered to a beneficiary covered under the contract.
- C. CONTRACTOR shall arrange for a licensed psychiatrist to provide daily professional psychiatric services to Tulare County Health and Human Services Agency's Behavioral Health Branch (COUNTY) clients at Kaweah Delta (as defined in CCR, Title 9, § 1810.237.1). Such Professional Services shall be limited to monitoring the COUNTY'S client treatment and prescribing necessary medication and ordering necessary clinical services and shall be separate and distinct from Covered Services.
- D. CONTRACTOR shall also arrange for an authorized physician to conduct a history and physical for each COUNTY client at time of admission. These services are:
 - 1. Considered an excluded service for Mental Health Plan (MHP) reimbursement;
 - 2. Included in the per diem rate by definition of bundled routine hospital services per California SPA 09-004. Psychiatric Fee-For-Service costs (Pro-fees) are the only non-bundled services paid separately;
 - 3. Per CCR Title 9 Ch.11. § 1810.355, COUNTY will not be responsible for payment of Health and Physical (H&P) physician services.
- E. Covered Services shall be provided to COUNTY clients in a manner by the laws of the State of California and in accordance with the rules and regulations of relevant federal regulations. Clients served under this agreement:
 - 1. Shall receive the same level of services as provided to all other patients served;
 - 2. Will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.
- F. Covered Services shall be provided under the direction of the CONTRACTOR'S Medical Director and shall meet appropriate community standards.
- G. CONTRACTOR shall notify COUNTY of the proposed discharge date of all COUNTY clients served under this agreement. On discharge from the hospital, the CONTRACTOR shall provide the COUNTY with a Discharge Summary that contains, at a minimum, reason for admission, hospital course, discharge medications,

discharge diagnoses, labs or studies that need follow-up, and disposition. This information should be in sufficient detail to effectively guide outpatient care.

- H. CONTRACTOR shall adhere to Title XIX of the Social Security Act and conform to Federal and State statutes and regulations.
- I. Clients shall be informed of their beneficiary rights as defined in Title 42 CFR § 438.100 and in accordance with COUNTY policies and procedures.

ELIGIBILITY

- A. COUNTY clients admitted must meet medical necessity as defined in CCR, Title 9, § 1174 and 1820.205.
- B. COUNTY must contact CONTRACTOR in advance to verify whether space is available for a COUNTY client.
- C. COUNTY must obtain prior approval from CONTRACTOR before transporting a COUNTY client to CONTRACTOR'S facility.
- D. As a "qualified hospital" under the state plan or demonstration under section 1115 of the Affordable Care Act (ACA) CONTRACTOR shall use best efforts to make presumptive eligibility determinations for individuals who show potential eligibility for Medi-Cal. As a "qualified hospital," CONTRACTOR shall assist in completing and submitting a full application for Medi-Cal benefits.
- E. CONTRACTOR must submit a request for Medi-Cal psychiatric inpatient mental health reimbursement on an original State Department of Mental Health form referred to as a Treatment Authorization Request (TAR) and as defined in CCR, Title 9, § 1776 (MHP Payment Authorization – General Provisions), § 1777 (MHP Payment Authorization by a Point of Authorization) and § 1778 (MHP Payment Authorization for Emergency Admissions by a Point of Authorization). As mandated by the California Department of Health Care Services, Mental Health and Substance Use Disorder Services Information Notice 19-026, COUNTY (or authorized designee) is required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. COUNTY utilizes Acentra for concurrent and final TAR review for its acute psychiatric inpatient treatment providers. CONTRACTOR shall submit all required documentation for concurrent and final TAR review to Acentra and allow COUNTY access (to include electronically) to the medical chart for the purpose of conducting additional review of treatment authorizations following the first day of admission and for each day of continued stay.

For information regarding the submission of TAR documentation and UB04 service claims to Acentra please visit <https://calmhsa.kepro.com/training-resources> or contact Acentra at CARreviews@Kepron.com

- F. For Medi-Cal reimbursement of psychiatric inpatient hospital services, the beneficiary, or Tulare County resident, must meet medical necessity criteria set forth in CCR, Title 9, § 1820.205 to include day of admission, continued stay, and administrative days.
- G. CONTRACTOR may claim for administrative day services when a beneficiary no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at an Institute for Mental Disease (IMD), State Hospital, or a COUNTY approved augmented Board and Care facility.
- H. In order to conduct concurrent review and authorization for administrative day claims, the COUNTY shall review that the CONTRACTOR has documented having made at least one contact to non-acute inpatient treatment facility per day (except weekends and holidays), starting on the day that the beneficiary was

placed on administrative status. Documentation of a contact is to include, but not limited to, the status of the placement, date of the contact, and the signature of the person making the contact.

- I. CONTRACTOR must verify Medi-Cal eligibility and submit proof of eligibility with the TAR.

COORDINATION OF SERVICES

COUNTY and Kaweah Delta recognize that in order to maintain close coordination of services that frequent contact between the assigned case managers and Kaweah Delta staff is vital.

- A. The purpose of the contacts will be to:

1. Assure that the treatment plan clearly addresses the reason why the patient requires placement in Kaweah Delta facility; and
2. Monitor the patient's participation to assure the patient is making the fullest use of the program provided; and
3. Monitor the patient's progress to ensure that appropriate discharge plans are made and completed on a timely basis.

- B. To facilitate close coordination of services, COUNTY agrees to:

1. Provide assigned case managers to coordinate with Kaweah Delta facility to review the patient's progress, assist in the treatment planning process, and monitor the patient's participation in the program.
2. Assure that the case manager has access to necessary COUNTY resources to facilitate the patient's care and to accomplish discharge plans.
3. Move patients in a timely fashion when a written discharge request is delivered or when appropriate placement is available.
4. Regularly contact Kaweah Delta designee to receive information on progress between case manager visits.
5. Contact Kaweah Delta intake coordinator regarding any potential admission to the facility.

- C. To facilitate close coordination of services, Kaweah Delta 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 patient's current condition, a statement of recommended level of care, a list of current medications, and a statement of the patient's continuing treatment needs and deliver these to COUNTY two (2) to three (3) days prior to discharge so discharge arrangements can be made in a timely fashion.

- D. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after the final payment under contract (Government Code § 8546.7).

ADDITIONAL REQUIREMENTS

- A. CONTRACTOR will comply with code of Federal Regulations (42 C.F.R. § 455.434(a) Requires that providers who are enrolled in the State of California Medi-Cal/Medicaid program, including subcontracted providers are required to consent to criminal background checks including fingerprinting when required to do so by the California Department of Healthcare Services or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.

EXHIBIT A-1
TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TeleTYpewriter (TTY)/
Telecommunication device for the Deaf (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
Financial Terms
Kaweah Delta Health Care District
Fiscal Year 2023/24 through 2024/25

1. COMPENSATION

- A. COUNTY agrees to compensate CONTRACTOR for allowed costs. The maximum contract amount shall not exceed One Million Nine Hundred Thousand Dollars (\$1,900,000) that will be distributed between fiscal years as follows:

Fiscal Year	Maximum
FY2023/24	\$1,100,000
FY2024/25	\$800,000

- B. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than the 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 rates in Exhibit B-1.
- C. If the CONTRACTOR is going to exceed the maximum contract amount due to additional expenses, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase.
- D. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the Scope of Services exhibit of this Agreement.
- E. COUNTY shall not reimburse any claims for inpatient services without a corresponding inpatient Treatment Authorization Form (TAR) approved by either the COUNTY or the COUNTY's inpatient concurrent review subcontracted provider.
- F. CONTRACTOR shall submit a Treatment Authorization Form (TAR), UB04 claim form, and all other documentation required per Exhibit A of this Agreement no later than 30 days following the discharge of a Tulare County Short-Doyle beneficiary. Medi-Cal eligible client services shall be billed to the State's fiscal intermediary.

2. REIMBURSEMENT

- A. Reimbursement for fiscal year 2023/24 services shall be reimbursed using negotiated per diem rates and supplemental per diem patch rates per Exhibit B-1.

- B. COUNTY agrees to reimburse CONTRACTOR a supplemental per diem patch rate for both Short-Doyle and Medi-Cal inpatient services that are rendered between 7/1/2023 to 12/11/2023 to allow CONTRACTOR to adequately recover costs which are not able to be fully reimbursed through the negotiated per diem rate due to the regional rate limits set per Behavioral Health Information Notice (BHIN) 23-034.
- C. State Plan Amendment (SPA) 23-045 removed the regional rate limits effective 12/12/2023. Therefore, the COUNTY shall reimburse CONTRACTOR for a single negotiated per diem rate that aligns with SPA 23-045 and will no longer include a supplemental patch reimbursement for any services rendered on or after 12/12/2023.

3. INVOICING

- A. The CONTRACTOR will utilize an invoice format that the COUNTY has reviewed and approved.
- B. COUNTY will issue reimbursement within 30 days upon receipt of all required documentation.
- C. Reimbursement for inpatient services shall be based on Exhibit B-1 of this agreement.

3. ADDITIONAL FINANCIAL REQUIREMENTS

- A. CONTRACTOR shall comply with all COUNTY, State, and Federal requirements and procedures, as described in Welfare and Institutions Code 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.
- B. Under Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-contractor 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.
- C. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-contractor of the CONTRACTOR shall not hold beneficiaries liable for debts if 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.

- D. The CONTRACTOR shall maintain internal financial controls that ensure proper billing and collection procedures are followed by Generally Accepted Accounting Principles (GAAP). The CONTRACTOR shall pursue payment from all potential sources sequentially, with Medi-Cal as the last resort payor. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for delivering mental health service units as specified in this Agreement.
 - E. COUNTY shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments in this manner will be prohibited until the COUNTY or State completes such investigations.
 - F. CONTRACTOR must comply with the False Claims Act employee training and policy requirements outlined in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
 - G. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate over Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
 - H. CONTRACTOR must keep records of services rendered to COUNTY beneficiaries for ten years, Per W&I Code 14124.1.
4. FINANCIAL AUDIT REPORT REQUIREMENTS AND REASONS FOR RECOUPMENT
- A. Monitoring and other reviews may be conducted by the Department of Health Care Services (DHCS) or other governing bodies by regulations in effect during this agreement. COUNTY will recoup payments for all claims disallowed from CONTRACTOR by DHCS. Upon receiving notification of disallowed claims, the COUNTY will send a demand notice to the CONTRACTOR. CONTRACTOR shall reimburse COUNTY within thirty (30) days of the date of the demand notice. If disallowed claims are not paid to the COUNTY within thirty (30) days of the date of the demand notice, the COUNTY may exercise the option to withhold payments from the CONTRACTOR until payment is received in full. For all cases, COUNTY amounts withheld from CONTRACTOR shall be considered as payments to CONTRACTOR.

- B. COUNTY will involve the CONTRACTOR in developing responses to any draft federal or State audit reports directly impacting COUNTY.
- C. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of reimbursement claims and compliance with all applicable laws and regulations.
- D. COUNTY will periodically evaluate the CONTRACTOR's program costs to assess the reasonableness of COUNTY's payments for services provided. The CONTRACTOR will be provided with reasonable notice if additional contractual and service delivery issues need to be reviewed. The CONTRACTOR is expected to prepare necessary reports and other material to explain the CONTRACTOR's use of funds adequately. COUNTY may prescribe specific report formats and data content as deemed necessary at the sole discretion of COUNTY.
- E. The CONTRACTOR shall use best efforts to submit any documentation requested by the COUNTY or State in accordance with audit requirements and needs. Requested documentation must be supplied within a reasonable amount of time.
- F. The audit shall be conducted using GAAP and generally accepted auditing standards.
- G. In the event of overpayments and prohibited payments:
 - I. CONTRACTOR shall report to COUNTY within sixty (60) calendar days of payments over amounts specified by contract standards.
 - II. COUNTY may offset the amount of any overpayment for any fiscal year against subsequent claims from the Contractor.
 - III. Offsets may be done at any time after the COUNTY has invoiced or notified the CONTRACTOR about the overpayment. COUNTY shall determine the amount withheld from each payment to the CONTRACTOR.
 - IV. The CONTRACTOR shall retain documentation, policies, and treatment for recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.

EXHIBIT B-1
Rate Schedule
Kaweah Delta Health Care District
Fiscal Year 2023/24 through 2024/25

FY2023/24 Rates for Services Rendered Between 7/1/2023 – 12/11/2023

<u>Negotiated Rate</u>		<u>Rate</u>
Medi-Cal Inpatient Rate, Per Day	(Billed to the State)	\$1,155.98
Short Doyle Inpatient Rate, Per Day	(Billed to the County)	\$1,155.98
<u>Supplemental Patch Rate</u>		<u>Rate</u>
Medi-Cal Patch Rate, Per Day	(Billed to the County)	\$415.02
Short-Doyle Patch Rate, Per Day	(Billed to the County)	\$415.02
Administrative Day Rate		*

FY2023/24 Rates for Services Rendered Between 12/12/2023 – 6/30/2024

<u>Negotiated Rate</u>		<u>Rate</u>
Medi-Cal Inpatient Rate, Per Day	(Billed to the State)	\$1,571.00
Short Doyle Inpatient Rate, Per Day	(Billed to the County)	\$1,571.00
Administrative Day Rate		*

FY2024/25 Rates for Services Rendered Between 7/1/2024 – 6/30/2025

<u>Negotiated Rate</u>		<u>Rate</u>
Medi-Cal Inpatient Rate, Per Day	(Billed to the State)	\$1,618.00
Short Doyle Inpatient Rate, Per Day	(Billed to the County)	\$1,618.00
Administrative Day Rate		*

* The eligible Administrative Day Rate shall be based on the rate authorized by the Department of Health Care Services at the time the service was rendered.

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 Kaweah Health 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 Kaweah Health 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 Jag Batth Date: 4/18/2025

Contractor Name Kaweah Health

Signature Jag Batth
DocuSigned by: 4FABE88700B442A