

13. Approve an agreement with BHC Sierra Vista Hospital, Inc., for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$800,000, retroactive from July 1, 2024 through June 30, 2026.



Health & Human Services Agency

COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

LARRY MICARI
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: April 1, 2025

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	N/A
Personnel Resolution attached	N/A
Agreement(s) attached	Yes

CONTACT PERSON: Natalie Bolin, DSW, LCSW PHONE: 559-624-8000

SUBJECT: Approve an agreement with BHC Sierra Vista Hospital, Inc.

REQUEST(S):

That the Board of Supervisors:

1. Approve an agreement with BHC Sierra Vista Hospital, Inc., for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$800,000, retroactive from July 1, 2024, through June 30, 2026. This agreement is retroactive due to program managers finalizing the services that are to be provided by the vendor, making it impracticable for the Board to take action prior to July 1, 2024.
2. Find that the Board had the authority to enter into the agreement as of July 1, 2024, and that it was in the County's best interest to enter into the agreement on that date.
3. Authorize the Chair to sign the agreement.

SUMMARY:

The Tulare County Health & Human Services Agency's (HHS) Behavioral Health Branch contracts with BHC Sierra Vista Hospital, Inc. (BHCSV) in Sacramento, California, for the provision of 24-hour short-term medically necessary acute psychiatric inpatient care to Tulare County residents as described in California Welfare and Institutions Code section 5001.

Services provided by BHCSV include intake assessment, skilled nursing, and mental health rehabilitation counseling in an environment that is conducive to the treatment of mentally disabled persons. These services are designed for consumers who require continuous 24-hour supervision and are expected to benefit from organized therapeutic

SUBJECT: Approve an agreement with BHC Sierra Vista Hospital, Inc.

DATE: April 1, 2025

treatment modalities that promote daily living skills. Therapeutic treatment modalities may include behavioral interventions, quality of life skills, pre-vocational preparation, and alternative placement planning. BHCSV's treatment program is designed to improve the consumers' current mental status and prevent any further deterioration of the consumer's functioning. It is estimated that 30 unduplicated consumers will be provided services through this proposed agreement per Fiscal Year.

This agreement did not go through the Request for Proposal process because, per Welfare and Institutions Code section 5600, counties are mandated to pay for acute psychiatric inpatient hospital services provided in Institutions for Mental Diseases for Medi-Cal beneficiaries, ages 12.5 to 21, and adults 22 to 64 years of age. This agreement fulfills this mandate by providing a fixed bundled rate for Tulare County consumers who receive mandated services at BHCSV.

FISCAL IMPACT/FINANCING:

The cost associated with this agreement is in an amount not to exceed \$800,000. \$400,000 has been included in HHSA's adopted budget for Fiscal Year 2024/2025, and \$400,000 will be included in the proposed budget for Fiscal Year 2025/2026. The average estimated cost per consumer is \$13,000. The estimated amount is subject to change based on actual utilization. This agreement is funded with Realignment revenue. There is no additional net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Quality of Life Initiative that encourages the innovative provision of quality supportive services for at-risk adults, youth, and children in state and federally-mandated programs. This agreement increases the ability to fulfill that obligation by providing access to 24-hour, short-term, medically necessary, acute psychiatric inpatient care.

ADMINISTRATIVE SIGN-OFF:

/s/ Natalie Bolin

Natalie Bolin, DSW, LCSW
Director of Behavioral Health

Cc: County Administrative Office

Attachments: Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF Approve an)
agreement with BHC Sierra Vista) Resolution No. 2025-0245
Hospital, Inc.) Agreement No.
)
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approve an agreement with BHC Sierra Vista Hospital, Inc., for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$800,000, retroactive from July 1, 2024, through June 30, 2026. This agreement is retroactive due to program managers finalizing the services that are to be provided by the vendor, making it impracticable for the Board to take action prior to July 1, 2024.
2. Find that the Board had the authority to enter into the agreement as of July 1, 2024, and that it was in the County’s best interest to enter into the agreement on that date.
3. Authorize the Chair to sign the agreement.

**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 **BHC SIERRA VISTA HOSPITAL, INC., a Tennessee Corporation**, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made concerning the following:

- A.** COUNTY wishes to retain the services of CONTRACTOR to provide short-term, acute inpatient psychiatric services to Tulare County residents; and
- B.** CONTRACTOR has experience and qualifications to provide 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 retroactive from July 1, 2024, and expires at 11:59 PM on June 30, 2026, 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 **Exhibit A**.
- 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
 SERVICES AGREEMENT**

<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:

CONTRACT UNIT
 TULARE COUNTY HEALTH & HUMAN SERVICES
 AGENCY
 5957 S. 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:

BHC SIERRA VISTA HOSPITAL, INC.
 8001 Bruceville Rd.
 Sacramento, CA 95823
 Phone No.: 916-288-0420
 Fax No.: 916-288-0420

(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 the legal capacity to sign this Agreement and bind

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

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

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]

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

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

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

BHC SIERRA VISTA HOSPITAL, INC.

Date: 2/19/2025

Signed by:

By _____
923FD4A9797C409...
Print Name Yannis Angouras
Title CEO

Date: 2/21/2025

Signed by:

By _____
C967FB678518495...
Print Name Karampal Singh
Title Group 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 _____
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 David Ganz
Deputy

Date: 02/27/2025

Matter # 2024957

EXHIBIT A
SCOPE OF SERVICES
BHC SIERRA VISTA HOSPITAL, INC.
FISCAL YEAR 2024/2025 THROUGH 2025/2026

The following is a list of services to be provided by BHC Sierra Vista Hospital, Inc. according to its agreement with the County of Tulare:

Included Services:

Chest X-Ray, if needed
Clinical Laboratory Services including Urinalysis
Dietary Services and Consultations
Drug Screening, as needed
Involuntary Patient Care
Medical History and Physical Examination
Pharmacy Services
Physician/Psychiatric Services (included when all-inclusive Short-Doyle Medi-Cal rate is applicable)
Psychiatric Acute Services
Recreation Services
Seclusion Room with Special Observation
Social Services

The following services are *excluded* under BHC Sierra Vista Hospital, Inc.:

Excluded Services:

Ambulance Services
Arteriogram
Biofeedback
Brain Mapping
Computed Axial Tomography (CAT) Scans
Electroconvulsive Therapy (ECT)
Electrocardiography
Electroencephalography
Family Therapy (provided by independent practitioner)
Group Therapy (provided by independent practitioner)
Individual Therapy (provided by an independent practitioner or employed hospital staff person)
Inhalation Therapy
Magnetic Resonance Imaging (MRI)
Occupational and Vocational Therapy
Physical Therapy
Physician/Psychiatric Services (excluded when all-inclusive Short-Doyle Medi-Cal rate is applicable)
Psychological Testing
Speech and Language Therapy
Any other service not specifically identified above as "included."

A. BHC Sierra Vista Hospital, Inc., shall offer the above-described "included" services to the following patient population:

- Children aged 12 ½ - 21
- Adults aged 22 - 64
- All patients as determined necessary by a physician of BHC Sierra Vista Hospital, Inc.

B. These Services are expected to benefit the patient in the following way:

- To stabilize the acute psychiatric condition, BHC Sierra Vista Hospital, Inc., shall interpret all provisions of the Lanterman-Petris-Short Act to promote the following legislative purposes according to the Welfare and Institutions Code Section 5001:
 - To end the inappropriate, indefinite, and involuntary commitment of mentally disordered persons, developmentally disabled persons, and persons impaired by chronic alcoholism, and to eliminate legal disabilities;
 - To provide prompt evaluation and treatment of persons with serious mental disorders;
 - To guarantee and protect public safety;
 - To safeguard individual rights through judicial review;
 - To provide individualized treatment, supervision, and placement services by a conservatorship program for gravely disabled persons;
 - To encourage the full use of all existing agencies, professional personnel and public funds to accomplish these objectives and to prevent duplication of services and unnecessary expenditures;

C. BHC Sierra Vista Hospital, Inc., shall maintain current licenses and/or certifications as follows:

- Hospital licensure
- Hospital Insurance Coverage
- Appropriate Staff licensure and certification

D. Service Outcomes:

- BHC Sierra Vista Hospital, Inc. will stabilize the acute psychiatric condition of all patients transferred to their facility.

E. Reporting Requirements:

- BHC Sierra Vista Hospital, Inc. shall submit complete claim forms within the timelines defined in this agreement.

F. Additional Requirements:

- BHC Sierra Vista Hospital, Inc. will comply with the Code of Federal Regulations (42 C.F.R. § 455.434(a) which 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 B
COMPENSATION
BHC SIERRA VISTA HOSPITAL, INC
FISCAL YEAR 2024/2025 THROUGH 2025/2026

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit B-1**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Eight Hundred Thousand Dollars (\$800,000) \$400,000 for Fiscal Year 2024/2025 and \$400,000 for Fiscal Year 2025/2026. 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, 2025, for Fiscal Year 2024/2025 and April 1, 2026 for Fiscal Year 2025/2026.
- 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 at TulareMHP@tularecounty.ca.gov, 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
RATES
BHC SIERRA VISTA HOSPITAL, INC
FISCAL YEAR 2024/2025 THROUGH 2025/2026**

Children's Services

Medi-Cal Rate	Hospital Inpatient (Mode 05, Service Functions I 0-18)	\$1,155.98/day
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	Inpatient Psychiatric Support Services (Mode 15, Service Functions O1-79)	\$105/day
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Short-Doyle Rates	Hospital Inpatient <i>without</i> Psychiatric Support Services	\$1,155.98/day
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	Hospital Inpatient <i>with</i> Psychiatric Support Services	\$1,260.98/day
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Adult Services (Ages 22-64)

DHCS Regional Rate Accommodation code 124	Hospital Inpatient (all-inclusive) (Mode 05, Service Functions I 0-18)	\$1,324/day
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	Hospital Administrative Day•	*
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*Administrative Day rates to be paid based on established rates per DHCS

COUNTY and PROVIDER agree to the rates above, in accordance with PROVIDER's Host County Letter, unless adjusted by the Department of Health Care Services or upon receipt of the updated Host County Letter for the applicable Fiscal Year.

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 Yannis Angouras Date: 2/19/2025

Contractor Name Sierra Vista Hospital

Signature  _____
Signed by: 023FD4A9797C408