

11. Approve an agreement with Bakersfield Behavioral Healthcare Hospital, LLC for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$600,000, retroactive from July 1, 2024 through June 30, 2025.



# 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:** May 13, 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 Bakersfield Behavioral Healthcare Hospital, LLC

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an agreement with Bakersfield Behavioral Healthcare Hospital, LLC for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$600,000, retroactive from July 1, 2024, through June 30, 2025. This agreement is retroactive due to the timing in receiving service rates from 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 (HHSA) Behavioral Health Branch contracts with Bakersfield Behavioral Healthcare Hospital, LLC (BBHH) in Bakersfield, California, for the provision of 24-hour short-term medically necessary acute psychiatric inpatient care to Tulare County residents as described in Title 22 of the California Code of Regulations.

Services provided by BBHH 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 treatment modalities that promote daily living skills. Therapeutic treatment modalities

**SUBJECT:** Approve an agreement with Bakersfield Behavioral Healthcare Hospital, LLC

**DATE:** May 13, 2025

may include behavioral interventions, quality of life skills, pre-vocational preparation, and alternative placement planning. BBHH's treatment program is designed to improve the consumer's current mental status and prevent any further deterioration of the consumer's functioning. It is estimated that forty-five (45) consumers will benefit from the services provided by BBHH in Fiscal Year 2024/2025.

This agreement did not go through the Request for Proposal process because per Welfare & Institutions Code § 5600, counties are mandated to pay for acute psychiatric inpatient hospital services provided in Institutions for Mental Diseases for Medi-Cal beneficiaries under the age of 21 or over 65 years. This agreement fulfills this mandate by providing a fixed bundled rate for Tulare County consumers who receive mandated services at BBHH.

**FISCAL IMPACT/FINANCING:**

The costs associated with this agreement are in an amount not to exceed \$600,000 and have been included in the adopted budget for Fiscal Year 2024/2025. The average estimated cost per consumer is \$13,300. The estimated cost 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  
Behavioral Health Director

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 Bakersfield Behavioral ) Resolution No. 2025-0361  
Healthcare Hospital, LLC ) 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 Bakersfield Behavioral Healthcare Hospital, LLC for the provision of short-term, inpatient psychiatric services, in an amount not to exceed \$600,000, retroactive from July 1, 2024, through June 30, 2025. This agreement is retroactive due to the timing in receiving service rates from 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 FORM  
REVISION APPROVED 07/2021

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

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC.**, ("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, acute inpatient psychiatric services to Tulare County residents; and
- B.** CONTRACTOR has the experience and qualifications to provide the services 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; and

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2024, 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 **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  
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**COUNTY OF TULARE  
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SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit ____</b>	[Insert name of any other exhibit needed and attach]

**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:**

BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC  
5201 White Lane  
Bakersfield, CA 93309  
Phone No.: 661-241-5509

(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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HEALTH & HUMAN SERVICES AGENCY  
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**COUNTY OF TULARE  
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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]

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

Date: 4/8/2025

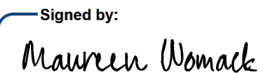
**BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC**

By   
860B0FEE3F4B4E7...

Print Name Jeff Meyers

Title CFO

Date: 4/22/2025

Signed by:  
By   
5CE2E219C622444...

Print Name Maureen Womack

Title CEO

[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 Allison K. Pierce

Deputy  
Date: 04/24/2025

Matter # 2024997

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC**  
**FISCAL YEAR 2024/2025**

**Bakersfield Behavioral Health Hospital (CONTRACTOR) AGREES:**

1. To provide an environment conducive to the treatment of all mentally disabled persons. This shall include, but is not limited to adequate room, patient bed space, individual storage for patient use, telephone service, access to the patient's rights advocate and to family members and visitors.
2. To have written admission and employment practices and policies in conformance with State and Federal laws and regulations pertaining to equal access to services and non-discrimination/equal opportunity in Assurances attached to the herein Agreement and made a part thereof.
3. To protect the confidentiality of patients in conformance with, but not limited to, State Welfare & Institutions Code § 5328, and 45 Code of Federal Regulations § 205.50.
4. To protect the rights of individuals admitted for service in conformance with Welfare & Institutions Code § 5325 and any other applicable governing law, especially with regard to the administration of psychotropic medications, provision of electro convulsive therapy and use of seclusion therapy.
5. The decision to admit is solely that of the CONTRACTOR. However, where admission is granted, CONTRACTOR is to provide for those individuals referred by designated County staff members (a list of whom shall be approved CONTRACTOR) twenty-four (24) hour a day hospitalization for up to seventy-two (72) hours of involuntary treatment and evaluation, and for additional involuntary treatment as agreed (pursuant to the Welfare & Institutions Code, § 5150 et seq.), as well as treatment to which patient consent, or representative consent, where legally necessary, has been obtained. Treatment services shall include intake, assessment, counseling, activities, room, board, security, and such medical care as is directly incident to the provision of psychiatric services (e.g., pharmacy services; imaging services, not including computed tomography scan, laboratory services necessary for the prescription and administration of medications, or the actual medications). Tulare County Health and Human Services Agency, Behavioral Health Branch (COUNTY) shall provide CONTRACTOR with such information as is reasonably necessary to aid CONTRACTOR in treating patients.
6. To maintain the continuing appropriateness of admissions through processes required by law such as, but not limited to, hearings pursuant to Welfare & Institutions Code § 5256, and habeas corpus hearings.
7. CONTRACTOR shall consult with designated COUNTY staff on such matters as admission, treatment or provision of other services prior to delivery of services. However, when

immediately medically necessary, services shall be provided or caused to be provided by the Medical Director or designee without consultation. In such circumstances, CONTRACTOR will notify the COUNTY of the admission within 24 hours, pursuant to California Code of Regulations, Title 9, Chapter 11, Section 1820.225. After notification of admission, COUNTY will perform concurrent review for assessment of medical necessity. Review will be in person or by phone at the COUNTY'S discretion.

8. CONTRACTOR shall provide COUNTY with copies of pertinent portions of the patient's record immediately on discharge. The records should include a typed discharge summary, and records of cost and any other such data as may be required by COUNTY for the preparation of the patient for post-hospitalization placement; and/or preparation of required reports. COUNTY staff shall be permitted to attend treatment team meetings and CONTRACTOR shall notify of treatment team meetings. CONTRACTOR to notify COUNTY of all Medi-Cal denials as these become known to CONTRACTOR.
9. To perform physical examinations as soon as possible but no later than twenty-four (24) hours after admission.
10. To provide for patients, as clinically indicated, with non-psychiatric related medical services such as, but not limited to, laboratory service, radiology service, E.E.G.'s, and pharmacy service. Such services may be provided through independent contractors, but, if so done, CONTRACTOR shall remain responsible for the selection of such subcontractors and the work thereof.

Where special medical, surgical, or other additional services are deemed appropriate, the authorization of COUNTY shall be obtained. CONTRACTOR shall notify COUNTY if a COUNTY patient is moved out of the psychiatric ward due to a need for medical services or due to patient violence, hallucinations, injuries or other unusual incidents. CONTRACTOR, through its Medical Director or designee, shall secure a physician as an independent contractor to provide medical services. Each physician so provided shall be a member of the Medical Staff of CONTRACTOR.

CONTRACTOR must obtain authorization from COUNTY for any medical consultation services or special procedures. Authorization may be obtained from designated staff during normal business hours. Outside of normal business hours, CONTRACTOR may obtain authorization through the COUNTY'S 24-hour Crisis Team. In an emergency, if CONTRACTOR is unable to contact COUNTY for authorization, CONTRACTOR may proceed with medical consultation and special procedures, but shall inform COUNTY within 24 hours of patient admission.

11. Any patient who, in the judgment of CONTRACTOR'S Medical Director or designee and COUNTY, is determined to be violent or who cannot be securely treated by CONTRACTOR shall be transferred by COUNTY to a more appropriate setting with the aid of CONTRACTOR. CONTRACTOR'S Medical Director or designee may also request the aid of a guard in securing or transferring patient. COUNTY shall be given sufficient notice to make alternative arrangements for placement of the patient. CONTRACTOR may also

request the aid of a guard during transfer of individuals transferred from jail who are declared likely escape risks, or who have felony charges of a violent nature pending. CONTRACTOR shall also notify COUNTY of any individual with a projected length of stay that may affect CONTRACTOR's facility license or accreditation (e.g., children or adolescents). Notice shall be sufficient for COUNTY to make alternative arrangements for patient placement. Further, CONTRACTOR avers no patient involuntary detained pursuant to a police hold or Welfare & Institutions Code § 5150 shall be given a pass to leave unit.

12. CONTRACTOR shall discuss with and notify COUNTY of discharge plans of patients residing in COUNTY. However, final responsibility for the planning, implementation, and termination of patient's services remains with the CONTRACTOR.

In the event a COUNTY Short Doyle or Medi-Cal patient has remained hospitalized for five (5) or more days (excluding weekends and legal holidays) COUNTY staff will become actively involved with CONTRACTOR'S staff in making discharge decisions by directly participating in the utilization review function and in a treatment conference with the Corporate Medical Director for Behavioral Medical Services or designee.

13. CONTRACTOR shall treat adolescents and children in legally approved settings and clinically appropriate settings

14. CONTRACTOR recognizes that COUNTY cannot guarantee the number of individuals referred Conversely, COUNTY recognizes that CONTRACTOR cannot guarantee the availability of inpatient services at all times, and:

- a. CONTRACTOR and COUNTY agree that additional services not specified in this Agreement may be requested and provided upon the written agreement of both parties.
- b. In case of emergency medical needs, written authorization must be obtained from the COUNTY Mental Health Director or designee as soon as possible, following provision of emergency needs.

15. In providing mental health services, CONTRACTOR further agrees:

- a. 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.
- b. 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 qualification set forth in section 623 of that Code, who shall have the duties and responsibilities set forth in section 522 of the Code.
- c. 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 reference.

16. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
17. 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 instruction and formats.
18. CONTRACTOR will comply with 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**  
**FINANCIAL TERMS**  
**BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC**  
**FISCAL YEAR 2024/2025**

**1. COMPENSATION**

- A. COUNTY agrees to compensate CONTRACTOR for allowed costs. The maximum contract amount shall not exceed Six Hundred Thousand Dollars (\$600,000).
- 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.

**2. INVOICING**

- A. CONTRACTOR shall submit invoices to the COUNTY within 30 days following discharge for Tulare County Short-Doyle beneficiaries. Short-Doyle beneficiaries include:
  - I. Indigent, Non Medi-Cal beneficiaries
  - II. Medi-Cal Beneficiaries aged 21 – 64
- B. CONTRACTOR shall submit invoices to the Medi-Cal Fiscal Intermediary for Tulare County Medi-Cal beneficiaries aged 12 – 20 and 65 and over.
- C. CONTRACTOR must submit all required documentation for inpatient services to Accentra in accordance with Exhibit A of this agreement. COUNTY will use

the Treatment Authorization Request (TAR) approval records from Accentra to validate the inpatient claims received by CONTRACTOR are eligible for reimbursement.

- D. Invoices shall be in a format approved by COUNTY. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation, verification of Accentra TAR approval records, and in accordance with the COUNTY'S payment cycle.
- E. 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. Pursuant to 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 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.

- D. 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.
  - E. COUNTY shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation by the Office of Inspector General or the California Attorney General for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by COUNTY or State.
  - F. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth 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 in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
  - H. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
  - I. CONTRACTOR must keep records of services rendered to COUNTY beneficiaries for ten years, Per W&I Code 14124.1.
4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

- A. Funds paid to CONTRACTOR for services rendered under this agreement may not be redirected or transferred to support another program operated by CONTRACTOR except through a duly executed amendment to this Agreement.

5. FINANCIAL AUDIT REPORT REQUIREMENTS AND REASONS FOR RECOUPMENT

- A. COUNTY, its agents, officers, or employees, may conduct financial program audits at any time to ensure provisional payments made to CONTRACTOR are used as described in the terms of this agreement.
- B. The CONTRACTOR shall submit any documentation requested by COUNTY or State in accordance with audit requirements and needs. Requested documentation must be supplied within a reasonable amount of time.
- C. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- D. 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."
- E. COUNTY will involve the CONTRACTOR in developing responses to any draft federal or State audit reports that directly impact COUNTY.
- F. In the event of overpayments and prohibited payments:
  - I. CONTRACTOR shall report to COUNTY within sixty (60) calendar days of payments in excess of 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 COUNTY has invoiced or otherwise notified the CONTRACTOR about the overpayment. COUNTY shall

determine the amount that may be withheld from each payment to the CONTRACTOR.

- IV. 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.

**EXHIBIT B-1  
RATE SCHEDULE  
FISCAL YEAR 2024/2025  
BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC**

<b><u>Negotiated Per Diem Services</u></b>		<b><u>Rate</u></b>
Medi-Cal Inpatient Rate	(Billed to Fiscal Intermediary)	\$1,392
Short Doyle Inpatient Rate,	(Billed to the County)	\$1,392
Administrative Day Rate, Per Day		*

\*The eligible Administrative Day Rate shall be based on the rate authorized by the Department of Health Care Services.

## 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 Jeff Meyers Date: 4/8/2025

Contractor Name Bakersfield Behavioral Healthcare Hospital

Signed by: \_\_\_\_\_  
Signature Jeff Meyers  
860B0FEE3F4B4E7...