

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 20th day of June, 2023 by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR listed in Exhibit A "List of Contractors" attached hereto and incorporated herein by reference, and collectively hereinafter referred to as "CONTRACTOR(S)", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

WITNESSETH

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-21-258, effective July 1, 2021, and amended said Agreement to COUNTY Agreement No. A-23-059 effective February 7, 2023, collectively COUNTY Agreement No. A-21-258, whereby, CONTRACTORS agreed to provide geropsychiatric skilled nursing care, locked skilled nursing care with special mental health treatment programs, mental health rehabilitation center services, ancillary services and other enhanced treatment services and other facilities to house and treat adults with severe and serious mental health impairments; and

WHEREAS, each CONTRACTOR has the secured facilities, staff and expertise, and is licensed by the State of California, to provide residential mental health services and ancillary services to severely and persistently mentally disabled persons in appropriate skilled nursing or mental health rehabilitation center facilities; and

WHEREAS, COUNTY now desires to add CONTRACTORS GHC of Fresno, LLC d.b.a. Horizon Health & Subacute Center, GHC of Anberry, LLC, d.b.a. Anberry Nursing and Rehabilitation Center, and RG Legacy II, LLC d.b.a. Pasadena Nursing Center to the Agreement; and

WHEREAS, COUNTY desires to modify the Scope of Work and Compensation Clause to align with Department processes and adjust rates to compensate facilities for cost of living, salary and benefit, and inflation increases; and

1 WHEREAS, the parties desire to amend COUNTY Agreement No. A-21-258 regarding changes
2 as stated below.

3 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is
4 hereby acknowledged, the parties agree as follows:

5 1. All references to Exhibit A and Revised Exhibit A shall be deemed references to Revised
6 Exhibit A1, which is attached and incorporated by this reference.

7 2. All references to Exhibit B shall be deemed references to Revised Exhibit B, which is
8 attached and incorporated by this reference.

9 3. That Section Four (4) of the existing COUNTY Agreement No. A-21-258, beginning on
10 Page Four (4), Line Twenty-Seven (27) beginning with the word "All" and ending on Page Eight (8),
11 Line Four (4) with the word "payments." be replaced in its entirety as follows:

12 A. All parties acknowledge that COUNTY shall not pay for services for any person
13 served who has not, pursuant to Section 13 of this Agreement, been authorized in advance by
14 COUNTY's DBH Director, or designee, to receive residential mental health treatment services from
15 CONTRACTOR(S). All persons served who have been authorized by the COUNTY's DBH Director will
16 hereinafter be referred to as "authorized COUNTY client".

17 B. COUNTY agrees to pay and CONTRACTOR(S) agrees to receive compensation
18 for each day authorized persons served placed by COUNTY reside in the CONTRACTOR(S) facility, in
19 accordance with the maximum daily rates identified by each CONTRACTOR(S) within their respective
20 Exhibit C "Description of Services & Rates" subpart as attached hereto and by this reference
21 incorporated herein. For authorized COUNTY persons served that do not qualify for Medi-Cal or are
22 receiving non-Medi-Cal billable services, COUNTY agrees to pay CONTRACTOR(S) and
23 CONTRACTOR(S) agree to receive compensation for additional physician services required. Physician
24 services rates shall be included in CONTRACTOR'S(S) respective Exhibit C "Description of Services &
25 Rates" subpart identified by each individual CONTRACTOR and shall be included in an all-inclusive
26 basic daily rate or included as an additional line item to be billed on the invoice.

27 A day shall be defined as any portion of a twenty-four (24) hour day beginning at 8:00
28 a.m. and ending at 7:59 a.m. the following day. Day of discharge shall not be billed. However, a day of

1 service may be billed if the person is admitted and discharged during the same day provided that such
2 admission and discharge is not within twenty-four (24) hours of a prior discharge.

3 C. All parties agree that there will be no SSI payments whatsoever provided to
4 CONTRACTOR(S) from COUNTY for any COUNTY person served who is eligible for IMD/MHRC/SNF
5 services, regardless of whether or not person served receives SSI/SSP benefits. CONTRACTOR(S)
6 shall seek payment of the equivalent of SSI for room and board/care and supervision services through
7 this Agreement. The parties acknowledge that said equivalent SSI monies to be paid to the
8 CONTRACTOR(S) for SSI recipients are not part of funds provided from the Department's Public
9 Guardian Office (PGO) Division.

10 D. In addition, the COUNTY agrees to pay and CONTRACTOR(S) agree to receive
11 compensation for delivering specialized services authorization (SSA) services to augment services
12 under this Agreement for persons served as authorized by COUNTY. A SSA Form must be used to
13 request services for persons served who require authorization for services as described in the
14 CONTRACTOR(S) corresponding Exhibit C, "Description of Services & Rates" subpart, of this
15 Agreement. The SSA Form may be approved/denied on a case-by-case basis by COUNTY when
16 necessary and applicable, and is in addition to the approved rate identified in Revised Exhibit C. SSA
17 Forms may be submitted to be reviewed/approved per person served, per month by COUNTY DBH for
18 up to a maximum of thirty (30) days, with justification. CONTRACTOR(S) must submit an authorization
19 request in a format determined by COUNTY, to COUNTY's DBH the day that a determination is made
20 that SSA services are needed for an authorized person served, but no later than two (2) business days
21 after such determination is made or when the person served returns to the facility for a bed hold.
22 CONTRACTOR(S) shall submit SSA Forms to COUNTY's DBH electronically via email to:
23 DBHLPSConservatorship@fresnocountyca.gov.

24 E. **Maximum Compensation.** The maximum amount of compensation to be paid to
25 all CONTRACTORS collectively for daily rate charges for the first 12-month period of the initial contract
26 term, (July 1, 2021 through June 30, 2022) shall not exceed the amount of Twenty-One Million, Eight
27 Hundred Seventy-Nine Thousand, Six Hundred Ten, and No/100 Dollars (\$21,879,610.00).
28

1 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
2 daily rate charges for the second 12-month period of the initial contract term, (July 1, 2022 through
3 June 30, 2023) shall not exceed the amount of Twenty-Four Million, Sixty-Seven Thousand, Five
4 Hundred Seventy-One and No/100 Dollars (\$24,067,571.00).

5 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
6 daily rate charges for the third 12-month period of the initial contract term, (July 1, 2023 through June
7 30, 2024) shall not exceed the amount of Twenty-Six Million, Four Hundred Seventy-Four Thousand,
8 Three Hundred Twenty-Nine and No/100 Dollars (\$26,474,329.00).

9 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
10 daily rate charges for the fourth 12-month period of the first extension term, (July 1, 2024 through June
11 30, 2025) shall not exceed the amount of Twenty-Nine Million, One Hundred Twenty-One Thousand,
12 Seven Hundred Sixty-Two, and No/100 Dollars (\$29,121,762.00).

13 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
14 daily rate charges for the fifth 12-month period of the second extension term, (July 1, 2025 through
15 June 30, 2026) shall not exceed the amount of Thirty-Two Million, Thirty-Three Thousand, Nine
16 Hundred Thirty-Nine, and No/100 Dollars (\$32,033,939.00).

17 In the event the maximum compensation amount in any individual fiscal year as noted
18 above, is not fully expended, said remaining unspent funding amounts shall rollover to each
19 subsequent fiscal year's established maximum compensation.

20 In no event shall the total maximum amount for the services provided by
21 CONTRACTOR(S) collectively under the terms and conditions of this Agreement for the entire five (5)
22 year term exceed One Hundred Thirty-Three Million, Five Hundred Seventy-Seven Thousand, Two
23 Hundred Eleven, and No/100 Dollars (\$133,577,211.00).

24 F. **Rates.** It is acknowledged by all parties hereto that the rate(s) specified in each
25 CONTRACTOR'S "Description of Services & Rates" may change during the term of this Agreement and
26 such rate changes must be approved by COUNTY, upon receipt of a written application for such a rate
27 increase. Any such approved rate change shall become a part of this Agreement.

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1 Adjustments for Basic, Special Treatment Program services, Enhanced Rate services for
2 SNFs, GNCFs, IMDs and MHRCs: COUNTY and CONTRACTORS acknowledge that the rates recited
3 in the “Description of Services & Rates” for each individual CONTRACTOR may be subject to
4 adjustment based upon rates set by the California State Department of Health Care Services for such
5 services, hereinafter referred to as the “Medi-Cal Rate”. COUNTY agrees to pay the adjusted
6 Medi-Cal Rate for each and every unit of service provided after the effective date of such adjustment
7 as published by the California State Department of Health Care Services, and CONTRACTOR agrees
8 to accept such adjusted Medi-Cal Rate as of the effective date of such adjustment, whether or not the
9 cost of providing such services shall have exceeded the amount of the payments hereunder. COUNTY
10 and CONTRACTORS further acknowledge that tiered Enhanced Services rates per day, if provided for
11 in the respective CONTRACTOR(S)’ “Description of Services & Rates”, may apply based on person
12 served need and may be adjusted during the term of this Agreement. Said tiered Enhanced Services
13 rates per day, if provided by CONTRACTOR(S), shall be indicated within the CONTRACTOR(S)’
14 respective Exhibit C. Adjustments to said Enhanced Services rates may be requested by
15 CONTRACTOR only when accompanied by a comprehensive written justification of the need for the
16 rate increase. Such a rate change for the Enhanced Services may be approved by the COUNTY’s DBH
17 Director, or designee, and the respective CONTRACTOR and shall become a part of this Agreement.
18 CONTRACTOR shall be responsible for billing Medi-Cal, Medi-Care and other third party payers for the
19 ancillary and secondary costs above COUNTY compensation for said services.

20 G. The daily rate(s), times the number of days utilized by authorized COUNTY
21 persons served in CONTRACTOR(S)’ residential mental health treatment facility, less adjustments, if
22 any, will determine the actual reimbursement to CONTRACTOR(S). It is understood and agreed by the
23 parties that the foregoing is the total sum to be paid to all CONTRACTORS for the services to be
24 provided hereunder for each twelve (12) month period of this Agreement, irrespective of whether the
25 cost of providing such services shall have exceeded the amount of the payments.

26 H. If a CONTRACTOR is informed that an authorized person served placed in their
27 facility by COUNTY has access to a third-party source for reimbursement other than COUNTY, said
28 CONTRACTOR must direct third-party source to pay COUNTY’s DBH. In the event that

1 CONTRACTOR(S) is paid from a third-party source for any authorized person served placed in their
2 facility by the COUNTY from a third-party source, CONTRACTOR(S) shall deduct the amount collected
3 from the third-party source from the amount invoiced to COUNTY for the services provided to any such
4 person served. All amounts collected by CONTRACTOR(S) shall be deducted from the amount
5 otherwise payable to CONTRACTOR(S) pursuant to this Agreement. CONTRACTOR(S) shall maintain
6 and forward to COUNTY, monthly with their invoice, a list of all persons served who have third-party
7 resources.

8 In the event that a person served passes away while residing under the care of
9 CONTRACTOR(S), any remaining balance of "personal needs"/PIN funds held by the facility must be
10 returned to the person or entity that originally sent the money to the facility for the person served.

11 4. That Section Eight (8) of the existing COUNTY Agreement No. A-21-258, beginning on
12 Page Ten (10), Line Twenty-Eight (28) beginning with the word "Any" and ending on Page Nine (9),
13 Line Twelve (12) with the word "herein." be replaced in its entirety as follows:

14 Except as provided in Section Three (3), "Termination," this Agreement may not be
15 modified, and no waiver is effective, except by written agreement signed by both parties. The
16 Contractor acknowledges that County employees have no authority to modify this Agreement except as
17 expressly provided in this Agreement.

18 Notwithstanding the above, non-material changes to services, staffing, and
19 responsibilities of the Contractor, as needed, to accommodate changes in the laws relating to service
20 requirements and specialty mental health treatment, may be made with the signed written approval of
21 County's DBH Director, or designee, and Contractor through an amendment approved by County's
22 County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said
23 modifications shall not result in any change to the maximum compensation amount payable to
24 Contractor, as stated herein.

25 In addition, changes to service rates on Contractor's Exhibit C subpart that do not
26 exceed five percent (5%) annually of the approved rate, or that are needed to accommodate state-
27 mandated rate increase, may be made with the written approval of the DBH Director, or designee.
28 These rate changes may not add or alter any other terms or conditions of the Agreement. Said

1 modifications shall not result in any change to the annual maximum compensation amount payable to
2 Contractor, as stated herein.

3 5. That Section Fourteen (14) of the existing COUNTY Agreement No. A-21-258, beginning
4 on Page Fifteen (15), Line Nineteen (19) beginning with the word "COUNTY'S" and ending on Page
5 Fifteen (15), Line Twelve (12) with the word "Agreement." be replaced in its entirety as follows:

6 "The County reserves the right at any time during the Agreement to add Contractor(s) to
7 those listed in Exhibit A "List of Contractors". It is understood that any such additions will not affect the
8 compensation paid to other Contractor(s), and therefore such additions may be made with County
9 without notice to or approval from the Contractor(s) under this Agreement. The County's DBH Director,
10 or designee, may remove a Contractor from this agreement were there is mutual written consent
11 between the DBH Director and Contractor."

12 6. That Section One (1), Subsection E beginning on Page Two (2), Line Twenty-One (21)
13 and ending on Page Three (3), Line 6 be deleted in its entirety.

14 7. That Section Ten (10) of COUNTY Agreement No. A-21-258, beginning on Page Eleven
15 (11), Line Eighteen (18) with the word "CONTRACTOR(S)" and ending on Page Eleven (11), Line
16 Twenty-Eight (28) with the word "CONTRACTOR(S)" be replaced in its entirety as follows:

17 "CONTRACTOR(S) shall indemnify and hold harmless and defend the COUNTY (including its
18 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
19 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the
20 COUNTY, the CONTRACTOR(S), or any third party that arise from or relate to the performance or
21 failure to perform by the CONTRACTOR(S) (or any of its officers, agents, subcontractors, or
22 employees) under this Agreement. The COUNTY may conduct or participate in its own defense without
23 affecting the CONTRACTOR(S)'s obligation to indemnify and hold harmless or defend the COUNTY.

24 The provisions of this section ten (10) shall survive termination of this Agreement."

25 8. That Section Eleven (11) of COUNTY Agreement No. A-21-258, beginning on Page
26 Twelve (12), Line Two (2) with the word "Without" and ending on Page Fourteen (14), Line Twenty-One
27 (21) with the word "better" be replaced in its entirety as follows:

28

1 "CONTRACTOR(S) shall comply with all the insurance requirements in Exhibit G to this
2 Agreement. Exhibit G is attached and incorporated by this reference."

3 9. That Section Twenty-Two (22) of COUNTY Agreement No. A-23-059, beginning on
4 Page Eighteen (18), Line Twenty-Five (25), with the word "For" and ending on Page Twenty (20), Line
5 Thirteen (13) with the word "notification" be deleted and replaced with the following:

6 "CONTRACTOR(S) shall comply with the data security requirement in Exhibit H to this
7 Agreement. Exhibit H is attached and incorporated by this reference."

8 10. All references to Exhibit C-1 "DESCRIPTION OF SERVICES & RATES" for 7th Avenue
9 Center shall be deemed references to Revised Exhibit C-1; .

10 11. All references to Revised Exhibit C-2 "DESCRIPTION OF SERVICES & RATES" for CF
11 Merced Behavioral, LLC, d.b.a. Merced Behavioral Center shall be deemed references to Revised
12 Exhibit C-2.

13 12. All references to Revised Exhibit C-3 "DESCRIPTION OF SERVICES & RATES" for
14 Crestwood Behavioral Health, Inc. shall be deemed references to Revised Exhibit C-3.

15 13. All references to Revised Exhibit C-4a and Revised Exhibit C-4b "DESCRIPTION OF
16 SERVICES & RATES for Vista Pacifica Enterprises, Inc. d.b.a. Vista Pacifica Center shall be deemed
17 references to Revised Exhibit C-4a and Revised Exhibit C-4b.

18 14. All references to Revised Exhibit C-5 "DESCRIPTION OF SERVICES & RATES" for
19 Helios Healthcare, LLC., d.b.a. Idylwood Care Center shall be deemed references to Revised Exhibit C-
20 5.

21 15. All references to Revised Exhibit C-6 "DESCRIPTION OF SERVICES & RATES" for KF
22 Community Care, LLC, d.b.a. Community Care Center shall be deemed references to Revised Exhibit
23 C-6.

24 16. All references to Revised Exhibit C-7a, Revised Exhibit C-7b, Revised Exhibit C-7c,
25 Revised Exhibit C-7d, Revised Exhibit C-7e, Revised Exhibit C-7f, and Revised Exhibit C-7g
26 "DESCRIPTION OF SERVICES & RATES for Telecare Corporation shall be deemed references to
27 Revised Exhibit C-7a, Revised Exhibit C-7b, Revised Exhibit C-7c, Revised Exhibit C-7d, Revised
28 Exhibit C-7e, Revised Exhibit C-7f, and Revised Exhibit C-7g.

1 17. All references to Exhibit C-8 "DESCRIPTION OF SERVICES & RATES" for Mental
2 Health Management I, Inc., d.b.a. Canyon Manor shall be deemed references to Revised Exhibit C-8.

3 18. All references to Revised Exhibit C-9 "DESCRIPTION OF SERVICES & RATES"
4 Oaklandidence Opco, LLC., d.b.a. Medical Hill Healthcare Center shall be deemed references to
5 Revised Exhibit C-9.

6 19. All references to Exhibit C-10 "DESCRIPTION OF SERVICES & RATES" for Community
7 Care on Palm Riverside, LLC shall be deemed references to Revised Exhibit C-10.

8 20. All references to Revised Exhibit C-11 "DESCRIPTION OF SERVICES & RATES" for
9 California Psychiatric Transitions shall be deemed references to Revised Exhibit C-11.

10 21. All references to Revised Exhibit C-12 "DESCRIPTION OF SERVICES & RATES" for
11 Golden Stare Health Centers, Inc., d.b.a. Sylmar Health and Rehabilitation Center shall be deemed
12 references to Revised Exhibit C-12.

13 22. CONTRACTORS hereby agree to all terms of the Agreement, as amended, and agree to
14 be bound by the terms of the Agreement, as amended. CONTRACTORS hereby acknowledge that they
15 have received a complete copy of the Agreement, as amended.

16 23. The parties agree that upon execution of this Amendment, COUNTY Agreement No.
17 A-21-258 is further revised, updated, and amended to add CONTRACTORS: (1) GHC of Fresno, LLC
18 d.b.a. Horizon Health & Subacute Center; (2) GHC of Anberry, LLC d.b.a. Anberry Nursing and
19 Rehabilitation Center; and (3) RG Legacy II, LLC d.b.a. Pasadena Nursing Center.

20 24. The parties agree that this Amendment II is sufficient to amend the Agreement; and that
21 upon execution of this Amendment II, the Agreement, Amendment I, and Amendment II together shall
22 be considered the Agreement.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
25 in full force and in effect. This Amendment II shall be effective July 1, 2023.

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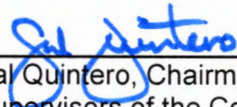
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 as of the day and year first hereinabove written.

3
4 **CONTRACTOR(S):**

COUNTY OF FRESNO

5 **PLEASE SEE SIGNATURE**
6 **PAGES ATTACHED**

7 
8 _____
9 Sal Quintero, Chairman of the Board of
10 Supervisors of the County of Fresno

11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

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By: 
Deputy

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
Organization: 56302175
Account/Program: 7295/0

<u>\$133,577,211</u>	Term Maximum
\$21,879,610	FY 2021-22
\$24,067,571	FY 2022-23
\$26,474,329	FY 2023-24
\$29,121,762	FY 2024-25
\$32,033,939	FY 2025-26

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.


3 CONTRACTOR: 7TH AVENUE CENTER, LLC

4
5 By 

6
7 Print Name: Ann M. Butler

8
9 Title: CEO & Owner
Chairman of the Board, President, or Vice President

10
11 Date: 5/26/23

12
13 By 

14
15 Print Name: JP Butler

16
17 Title: Secretary
Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: 5/26/23

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: **CF MERCED BEHAVIORAL, LLC., D.B.A. MERCED BEHAVIORAL CENTER**

4
5 By *J. Allgood*

6
7 Print Name: Jeri Allgood

8 Title: Admin.
9 Chairman of the Board, President, or Vice President

10 Date: 5/30/23

11
12
13 By *Greg Bretsch*

14
15 Print Name: Greg Bretsch

16 Title: Regional V.P.
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/30/23

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: CRESTWOOD BEHAVIORAL HEALTH, INC.
4

5 By 

6
7 Print Name: Elena Mashkevich

8 Title: Executive Director of Contracts
9 Chairman of the Board, President, or Vice President

10 Date: 5/23/2023
11

12
13 By 

14
15 Print Name: Maria Stefanou

16 Title: Chief Financial Officer
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/23/2023
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: **VISTA PACIFICA ENTERPRISES, INC., D.B.A. VISTA PACIFICA CENTER**
4 **AND D.B.A. VISTA PACIFICA CONVALESCENT**

5 By 

6
7 Print Name: Cheryl Junonville

8
9 Title: President
Chairman of the Board, President, or Vice President

10
11 Date: May 22, 2023

12
13
14 By 

15 Print Name: Cheryl Junonville

16
17 Title: Secretary
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: May 22, 2023

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.
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4 CONTRACTOR: HELIOS HEALTHCARE, LLC., D.B.A. IDYLWOOD CARE CENTER

5 By 
6

7 Print Name: Elena Mashkevich

8
9 Title: Executive Director of Contracts
10 Chairman of the Board, President, or Vice President

11 Date: 5/24/2023
12

13 
14 By _____

15 Print Name: Maria Stefanou
16


17 Title: Chief Financial Officer
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 5/25/23
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No. A-21-258 effective July 1, 2023.

CONTRACTOR: **KF COMMUNITY CARE, LLC., D.B.A. COMMUNITY CARE CENTER**

By 

Print Name: Amanda Moore

Title: Director of Operations
Chairman of the Board, President, or Vice President

Date: 5/26/23

By 

Print Name: Shannen Bland

Title: Administrator
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 5/30/23

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.
3

4 CONTRACTOR: TELECARE CORPORATION

5 By *Dawan Utecht*
6 Dawan Utecht (May 31, 2023 21:31 GMT+1)

7 Print Name: Dawan Utecht

8
9 Title: SVP/CHIEF DEVELOPMENT OFFICER
10 Chairman of the Board, President, or Vice President

11 Date: 05/31/23
12

13
14 By *Trisha Niemuth*
Trisha Niemuth (May 31, 2023 12:38 MDT)

15 Print Name: Trisha Niemuth
16

17 Title: Chief Financial Officer
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 05/31/23
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.
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4 CONTRACTOR: **MENTAL HEALTH MANAGEMENT I, INC., D.B.A. CANYON MANOR**

5
6 By 

7 Print Name: Paul Heil

8
9 Title: Executive Director
Chairman of the Board, President, or Vice President

10
11 Date: 5/20/23

12
13
14 By 

15 Print Name: Amy J Fox


16
17 Title: Senior Accountant
Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: 5/20/23

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2 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
3 A-21-258 effective July 1, 2023.

4 CONTRACTOR: **OAKLANDIDENCE OPCO, LLC., D.B.A.**
5 **MEDICAL HILL HEALTHCARE CENTER**

6 By  _____

7
8 Print Name: Andrew Snider

9 Title: Administratur
10 Chairman of the Board, President, or Vice President

11
12 Date: 5/22/23

13
14 By  _____

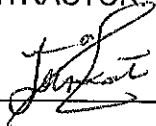
15
16 Print Name: Laura Osterkamp

17
18 Title: Assistant Secretary
19 Secretary (of Corporation), Assistant Secretary,
20 Chief Financial Officer, or Assistant Treasurer

21 Date: 5/22/23

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.


3 CONTRACTOR: **COMMUNITY CARE ON PALM RIVERSIDE, LLC**

4 By  _____

6 Print Name: SHAHRAZAD JANMAMAT

7 Title: Regional Director of Operations
8 Chairman of the Board, President, or Vice President

9 Date: 5/30/23

10
11
12
13 By  _____

14 Print Name: EWA BRACOVITCH

15 Title: OPERATOR/CEO
16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: 5/30/23
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

4 By Dina Hackett

6 Print Name: Dina Hackett

8 Title: Vice President
9 Chairman of the Board, President, or Vice President

10 Date: 05/22/2023

13 By J. m. Youga

15 Print Name: Julia Youga

17 Title: CFO
18 Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

19 Date: 05/22/2023

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

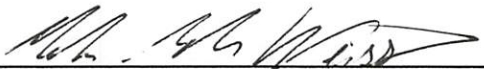
3 CONTRACTOR: **GOLDEN STATE HEALTH CENTERS, INC., D.B.A.**
4 **SYLMAR HEALTH AND REHABILITATION CENTER**

5 By 
6

7 Print Name: MARTIN J. WEISS

8
9 Title: CEO, PRESIDENT
10 Chairman of the Board, President, or Vice President

11 Date: 5-30-23

12
13
14 By 

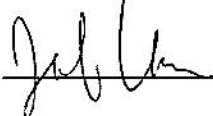
15 Print Name: Menachem Weiss

16
17 Title: Secretary
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 5-30-2023

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: COUNTRYSIDE CARE CENTER, LLC

4
5 By  _____

6
7 Print Name: Jacob Unger

8 Title: Manager
9 Chairman of the Board, President, or Vice President

10 Date: 5-26-2023

11
12
13 By  _____

14
15 Print Name: Emanuel Galit

16 Title: Regional Director of operations / Administrator
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/26/23

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: **GHC OF FRESNO, LLC**
4 **D.B.A. HORIZON HEALTH & SUBACUTE CENTER**

5 By 
6

7 Print Name: Thomas P. DeLoe Jr

8 Title: CEO/Manager
9 Chairman of the Board, President, or Vice President

10 Date: 5/30/23
11

12
13
14 By 

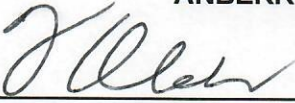
15 Print Name: Lois Mastrocola
16

17 Title: CFO
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 05/30/2023
21
22
23
24
25
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27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.

3 CONTRACTOR: **GHC OF ANBERRY, LLC D.B.A.**
4 **ANBERRY NURSING AND REHABILITATION CENTER**

5 By 

6
7 Print Name: Homer Oles Jr.

8
9 Title: CEO/Manager
10 Chairman of the Board, President, or Vice President

11 Date: 5/30/23

12
13
14 By 


15
16 Print Name: Lois Mastrocola

17 Title: CFO
18 Secretary (of Corporation), Assistant Secretary,
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 05/30/2023

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.
2 A-21-258 effective July 1, 2023.


3 CONTRACTOR: **RG LEGACY II, LLC D.B.A. PASADENA NURSING CENTER**

4
5 By  _____

6
7 Print Name: SHAHRZAD - JAHANFAR

8 Title: Regional Director of Operation
9 Chairman of the Board, President, or Vice President

10 Date: 5/23/23

11
12 
13 By _____

14
15 Print Name: Ezequiel Barcorich

16 Title: Operator
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/23/23

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LIST OF CONTRACTORS

CONTRACTOR NAME	EXHIBIT REFERENCE
1. 7 th Avenue Center, LLC	Revised Exhibit C-1
2. CF Merced Behavioral, LLC., d.b.a. Merced Behavioral Center	Revised Exhibit C-2
3. Crestwood Behavioral Health, Inc.	Revised Exhibit C-3
4. Vista Pacifica Enterprises, Inc., d.b.a. Vista Pacifica Center and d.b.a. Vista Pacifica Convalescent	Revised Exhibit C-4 (a-b)
5. Helios Healthcare, LLC., d.b.a. Idylwood Care Center	Revised Exhibit C-5
6. KF Community Care, LLC., d.b.a. Community Care Center	Revised Exhibit C-6
7. Telecare Corporation	Revised Exhibit C-7 (a-g)
8. Mental Health Management I, Inc., d.b.a. Canyon Manor	Revised Exhibit C-8
9. Oaklandidence Opco, LLC., d.b.a. Medical Hill Healthcare Center	Revised Exhibit C-9
10. Community Care on Palm Riverside, LLC	Revised Exhibit C-10
11. California Psychiatric Transitions, Inc.	Revised Exhibit C-11
12. Golden State Health Centers, Inc., d.b.a. Sylmar Health and Rehabilitation Center	Revised Exhibit C-12
13. Countryside Care Center, LLC	Exhibit C-13
14. GHC of Fresno, LLC d.b.a. Horizon Health & Subacute Center	Exhibit C-14
15. GHC of Anberry, LLC d.b.a. Anberry Nursing and Rehabilitation Center	Exhibit C-15
16. RG Legacy II, LLC d.b.a. Pasadena Nursing Center	Exhibit C-16

SCOPE OF WORK

I. GEROPSYCHIATRIC NURSING CARE SERVICES

Fresno County Department of Behavioral Health (DBH) is responsible for the provision of appropriate Skilled Nursing Facility (SNF) and Geropsychiatric Nursing Care Facility (GNCF) services to Fresno County residents who are age 65 years or older, have serious and persistent psychiatric impairment and problems with their physical health.

SNFs operate under Title 22, California Code of Regulations, sections 51335, 71443-724 75 and the California Department of Health Care Services' (DHCS) Policies and Directives. Title 22 of the California Code of Regulations describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired.

A. GOALS AND OBJECTIVES

1. Provide a safe and healthful living environment;
2. Control and modify the person's destructive behavior patterns;
3. Prevent or reduce acute psychiatric hospitalizations or long-term hospitalization;
4. Provide care as close to the client's home community (Fresno County) as possible; and
5. Provide high quality care and supervision at the lowest appropriate cost.

B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required by court hearings and staff travel, and facilitate involvement by family and friends for client support.

C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of SNF beds for both Basic and Enhanced levels of care. The rates for the Basic Services per bed per day are dictated by the State. Enhanced Services are described in Subsection 6.B below. The following are the types of SNF beds needed, depending on a client's mental/physical health condition:

1. **Basic Services:** includes reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming, as appropriate.
2. **Secured SNF:** includes the services listed under "Basic Services" in a secured environment, but not in a locked facility.
3. **Locked SNF with or without enhanced services:** includes the services listed under "Basic Services" in a locked building.
4. **Sub-Acute SNF:** includes services that are non-acute 24-hour voluntary or involuntary care that is required for the provision of mental health services to clients with serious mental conditions who are not in need of acute mental health care, but who require general mental health evaluation, diagnostic assessment, treatment, nursing and/or related services, on a 24-hour per day basis in order to achieve stabilization and/or an optimal level of functioning. Such clients are those who, if in the community, would require the services of a licensed health facility providing 24-hour sub-acute mental health care. Such facilities include, but are not limited to, skilled nursing facilities with special treatment programs. Sub-acute has the same meaning as non-acute as defined in this section.

5. **Special Treatment Program:** therapeutic services provided to clients with serious mental conditions having special needs in one (1) or more of the following areas: self-help skills, behavioral adjustment, and interpersonal relationships. They also include pre-vocational preparation and pre-release planning. Contractor will provide a copy of the Policy or Procedure Guide (PPG) on agency's Special Treatment Program to the Department of Behavioral Health within ten (10) working days from the day the Agreement becomes effective. The PPG is to be sent to Department of Behavioral Health, Attn: Contracted Services Division – Mental Health, 3133 N. Millbrook Avenue, Fresno, California 93703.

6. **SERVICES:**

A. **Basic Services:**

i. **Treatment Setting**

1. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
2. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For specifics on supervision, refer to Title 22.
3. Safeguards for clients' monies and valuables. For specifics, refer to Title 22.
4. Activity Programs (Title 22, California Code of Regulations, and State DHCS' Policies and Directives):
 - a. An activity program means a program that is staffed and equipped to encourage the participation of each client, meets the needs and interests of each client, and encourages self-care and resumption of normal activities.
 - b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities.
 - c. The program shall be designed to make life more meaningful, to stimulate and support physical and mental capabilities to the fullest extent, to enable the client to maintain the highest attainable social, physical, and emotional functioning, but not necessarily to correct or remedy a disability.
 - d. The activity program shall consist of individual, small and large group activities designed to meet the needs and interests of each client.
5. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.

- a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
- b. Laundry and care of residents' personal clothing - for specific information, refer to Title 22, for specifics.
- c. Security of personal items and safeguards for clients' monies and valuables - for specific information, refer to Title 22 for specifics.
- d. Resident Security - It is expected that these residents may be segregated from other residents of the facility to ensure security.

ii. Clinical

1. Pre-admission screening process.
2. Admission policy describing the extent of the facility's right of refusal.
3. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
4. Program designed to modify combative behavior, protect the client, prevent the breakage of property, and promote personal responsibility for behavior.
5. Use of restraints and postural supports. For specifics, refer to Title 22.
6. Provision of medical care with availability of physician services for treatment of any physical ailments of the clients housed at the facility.
7. Consultation and/or case staffing to be held with appropriate County assigned mental health professionals, as needed, but no less frequently than on a quarterly basis.

iii. Health

1. Within sixty (60) days of admission, each person served shall complete an appointment with a primary care doctor for a physical exam and regular appointments once a year thereafter.
2. Within six (6) months of admission, each person served shall:
 - a. Complete a dentist appointment for a dental cleaning, any needed follow up care and regular appointments once a year thereafter;
 - b. Complete an Optometrist/ Ophthalmologist appointment and follow up care once each two (2) years thereafter;
 - c. For persons served 45 year and older, complete a colonoscopy and endoscopy and as ordered by a doctor;
 - d. For women persons served 45 years and older, complete a mammogram and every two (2) years thereafter;

- e. For women persons served 18 years old and older, receive a gynecological exam with an OBGYN and annually thereafter; and
 - f. Provider staff shall obtain a copy of any doctor's note the same day as the appointment and submit to the conservator for all doctor's visits as described above.
3. Staff shall provide a copy of the person's served most recent medical/psychiatric notes from the doctor to the DBH RISE Conservatorship Office.
 4. Telehealth support – All person served shall have access to a computer (with sound) and be allowed privacy to attend psychiatry appointments and court evaluations with a doctor.
 5. Facilities that have an onsite doctor, board certified psychiatrist or psychiatric nurse practitioner shall provide medical services for all psychiatric medications.
 6. Persons served who require adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, etc.) shall be given assistance in securing and maintaining these devices.
 7. Staff must present a copy of person's served medication log to health professionals prior to treatment.
 8. Staff shall complete requests for packets prior to doctor evaluation appointments for court when requested by County.

iv. Administration

1. Administrator will meet with the County's DBH Adult Services Division Manager, or designee, as required to monitor the Agreement.
2. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
3. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
4. Prepare reports as may be required to fulfill the terms of the agreement.
5. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by Contractor, on each occurrence.
6. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health 3133 N. Millbrook Avenue, Fresno, California 93703, upon request.

7. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
8. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.
9. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
10. The daily rate for the client will be commensurate with the level of care being provided at that facility.
11. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form, attached hereto to this Agreement and by this reference incorporated herein.
12. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

B. Enhanced Services:

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services are male or female; have a major psychiatric diagnosis, organic brain syndrome or major mental disorder; are a LPS conservatee of Fresno County; may be physically impaired, perhaps non-ambulatory; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; and, to prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

D. REPORTING/OUTCOMES

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

E. OBJECTIVES/EVALUATION

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that includes observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

F. CORPORATIONS

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

G. INSURANCE

Contractor will provide County with new certificates of insurance if there is any change in coverage.

H. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

I. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.

SCOPE OF WORK (Continued)

II. LOCKED SKILLED NURSING FACILITY CARE / INSTITUTIONS OF MEDICAL DISEASE SERVICES

Fresno County Department of Behavioral Health is responsible for the provision of appropriate locked Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to Fresno County residents eighteen (18) to sixty-four (64) years of age, having serious and persistent psychiatric impairment, and are in need of Skilled Nursing Facility/Institutions for Mental Disease services (SNF/IMD) with Special Treatment Programs (STPs) and Enhanced Services.

Skilled Nursing Facility/Special Treatment Program/Institutions for Mental Disease (SNF/STP/IMD) operate under Title 22, California Code of Regulations, Sections 51335, 71443-72475 and the California Department of Health Care Service's (DHCS) Policies and Directives. Title 22 of the California Code of Regulations describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. Contractor will provide "Basic Services", which include reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming as appropriate.

A. GOALS AND OBJECTIVES

1. Provide a safe and healthful living environment;
2. Control and modify the person's destructive behavior patterns;
3. Prevent or reduce acute psychiatric hospitalizations or long-term hospitalization;
4. Provide care as close to the client's home community (Fresno County) as possible; and
5. Provide high quality care and supervision at the lowest appropriate cost.

B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required for court hearings and staff travel, and facilitate involvement by family and friends for client support.

C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of SNF/STP/IMD beds for both Basic and Enhanced levels of care. The distribution, types, and total number of beds depend on the facilities selected. The rates for the Basic services per bed per day are dictated by the State. Enhanced services are described in Subsection 3 below.

1. Basic Services:

A. Treatment Setting

- i. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
- ii. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For further specifics on supervision, refer to Title 22.
- iii. Safeguards for clients' monies and valuables. For specifics, refer to Title 22.
- iv. Activity Programs (Title 22, California Code of Regulations, and State DHCS' Policies and Directives):

- a. An activity program means a program that is staffed and equipped to encourage the participation of each client, meets the needs and interests of each client, and encourages self-care and resumption of normal activities.
- b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities.
- c. The program shall be designed to make life more meaningful, to stimulate and support physical and mental capabilities to the fullest extent, to enable the client to maintain the highest attainable social, physical, and emotional functioning, but not necessarily to correct or remedy a disability.
- d. The activity program shall consist of individual, small and large group
- v. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.
 - a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
 - b. Laundry and care of residents' personal clothing - refer to Title 22 for specific information.
 - c. Security of personal items and safeguards for clients' monies and valuables - refer to Title 22 for specific information.
- vi. Resident Security - It is expected that these residents may be segregated from other residents of the facility to ensure security.

B. Clinical

- i. Pre-admission screening process.
- ii. Admission policy describing the extent of the facility's right of refusal.
- iii. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
- iv. Program designed to modify combative behavior, protect the client, prevent the breakage of property, and to promote personal responsibility for behavior.
- v. Use of restraints and postural supports. For specifics, refer to Title 22 related to these issues.
- vi. Consultation and/or case staffing to be held with appropriate County assigned mental health professionals, as needed, but no less frequently than on a quarterly basis.

C. Health

- i. Within sixty (60) days of admission, each person served shall complete an appointment with a primary care doctor for a physical exam and regular appointments once a year thereafter.
- ii. Within six (6) months of admission, each person served shall:
 - a. Complete a dentist appointment for a dental cleaning, any needed follow up care and regular appointments once a year thereafter;
 - b. Complete an Optometrist/ Ophthalmologist appointment and follow up care once each two (2) years thereafter;
 - c. For persons served 45 year and older, complete a colonoscopy and endoscopy and as ordered by a doctor;
 - d. For women persons served 45 years and older, complete a mammogram and every two (2) years thereafter;
 - e. For women persons served 18 years old and older, receive a gynecological exam with an OBGYN and annually thereafter; and
 - f. Provider staff shall obtain a copy of any doctor's note the same day as the appointment and submit to the conservator for all doctor's visits as described above.
- iii. Staff shall provide a copy of the person's served most recent medical/psychiatric notes from the doctor to the DBH RISE Conservatorship Office.
- iv. Telehealth support – All person served shall have access to a computer (with sound) and be allowed privacy to attend psychiatry appointments and court evaluations with a doctor.
- v. Facilities that have an onsite doctor, board certified psychiatrist or psychiatric nurse practitioner shall provide medical services for all psychiatric medications.
- vi. Persons served who require adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, etc.) shall be given assistance in securing and maintaining these devices.
- vii. Staff must present a copy of person's served medication log to health professionals prior to treatment.
- viii. Staff shall complete requests for packets prior to doctor evaluation appointments for court when requested by County.

D. Administration

- i. Administrator will meet with the assigned DBH Mental Health Contracts Analyst, or designee, as required to monitor the contract.
- ii. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
- iii. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
- iv. Prepare reports as may be required to fulfill the terms of the agreement.

- v. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by the Contractor on each occurrence.
- vi. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health 3133 N. Millbrook Avenue, Fresno, California 93703, upon request.
- vii. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
- viii. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.
- ix. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
- x. The daily rate for the client will be commensurate with the level of care being provided at that facility.
- xi. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form.
- xii. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

2. **Special Treatment Program**

Special Treatment Program (STP) services are those therapeutic services provided to clients with serious mental health conditions having special needs in one (1) or more of the following areas: self-help skills, behavioral adjustment, and interpersonal relationships. They also include pre-vocational preparation and pre-release planning.

Contractor shall provide a copy of the Policy and Procedure Guide (PPG) on agency's Special Treatment Program/Approach to the Department of Behavioral Health within ten (10) working days from the day the Agreement becomes effective. The PPG is to be sent to the Department of Behavioral Health, Attn: Mental Health Contracted Services Division, 3133 N. Millbrook Avenue, Fresno, California 93703.

3. **Enhanced Services**

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by Enhanced Services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services may be male or female; have a major psychiatric diagnosis, organic brain syndrome or major mental disorder; are a LPS conservatee Fresno County; are physically impaired, perhaps non-ambulatory; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; provide a safe, secure, and healthful environment; provide adequate supervision; and, prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

D. REPORTING/OUTCOMES

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

E. OBJECTIVES/EVALUATION

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that will include observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

F. CORPORATIONS

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

G. INSURANCE

Contractor will provide County with new certificates of insurance if there is any change in coverage.

H. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

- I. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.

SCOPE OF WORK (Continued)

III. MENTAL HEALTH REHABILITATION CENTERS

Mental Health Rehabilitation Centers (MHRCs) provide intensive support and rehabilitation to clients as an alternative to state hospital or other 24-hour care facilities. MHRCs help clients develop the skills to become self-sufficient and increase their levels of independent functioning.

MHRCs operate under Title 9, California Code of Regulations, Division 1, and the California Department of Health Care Services' Policies and Directives. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Care Services Licensing and Certification Division.

MHRCs are needed for clients upon discharge from an acute inpatient psychiatric facility or outpatient crisis stabilization program like the twenty-four (24) hour program providing intensive services to persons eighteen (18) years of age or older. These clients would otherwise be placed in a State hospital or another mental health facility to develop skills to become self-sufficient and increase their levels of independent functioning.

The contracted MHRC(s) focus on mental health rehabilitation, rather than skilled nursing, and will include short-term, rehabilitative, individualized, goal-oriented programs. The length of stay for clients with serious mental health conditions will vary. A newly conserved client may reside in the facility for ninety (90) days, whereas, another client may reside in the facility from eight (8) to eleven (11) months. The target population may include clients who have an active temporary conservatorship; and, recently conserved Fresno County clients (no longer than three (3) years), or clients who are unsuccessful in transitioning from an IMD to a lower level of care.

Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired.

It is expected that the Contractor will provide "Basic Services", which include reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming as appropriate

A. GOALS AND OBJECTIVES

1. Offer early restorative interventions;
2. Avoid admissions of clients to acute level facilities who do not meet medical necessity criteria;
3. Decrease the average length of stay and administrative stay days in acute psychiatric facilities by providing a more appropriate treatment program;
4. Avoid extended hospital stays of clients waiting for placement at other sub-acute, long-term or out-of-County facilities;
5. Interrupt the cycle of increased dependence on the utilization of skilled nursing facilities as a placement option;
6. Decrease recidivism; and
7. Provide a safe and healthful living environment.

B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required by court hearing and staff travel, and facilitate involvement by family and friends for client support.

C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of MHRC beds. The distribution, types, and total number of beds depend on the facilities available.

1. Basic Services:

A. **Treatment Setting**

- i. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
- ii. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For further specifics on supervision, refer to Title 22.
- iii. Safeguards for clients' monies and valuables. For specifics, refer to Title 22. 4.
- iv. Activity Programs (Title 9, Title 22, California Code of Regulations, and State DHCS' Policies and Directives):
 - a. An activity program means a program that is staffed and equipped to encourage the participation of each client, to meet the needs and interests of each client, and encourage self-care and resumption of normal activities.
 - b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities. The program shall be designed to make life more meaningful and to stimulate and support physical and mental capabilities to the fullest extent, and enable the client to maintain the highest attainable social, physical, and emotional functioning but not necessarily to correct or remedy a disability.
 - c. The activity program shall consist of individual, small and large group activities that are designed to meet the needs and interests of each client.
- v. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.
 - a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
 - b. Laundry and care of residents' personal clothing. Refer to Title 22 for specific information.
 - c. Security of personal items and safeguards for clients' monies and valuables. Refer to Title 22 for specific information.

- vi. Resident Security - It is expected that these residents may be segregated from other residents of the facility to ensure security.

B. Clinical

- i. Pre-admission screening process.
- ii. Admission policy describing the extent of the facility's right of refusal.
- iii. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
- iv. Program designed to modify combative behavior; protect the client; prevent the breakage of property; and, promote personal responsibility for behavior.
- v. Use of restraints and postural supports. For specifics, refer to Title 22.
- vi. Consultation and/or case staffing to be held with appropriate County-assigned mental health professionals, as needed, on a quarterly basis.

C. Health

- i. Within sixty (60) days of admission, each person served shall complete an appointment with a primary care doctor for a physical exam and regular appointments once a year thereafter.
- ii. Within six (6) months of admission, each person served shall:
 - a. Complete a dentist appointment for a dental cleaning, any needed follow up care and regular appointments once a year thereafter;
 - b. Complete an Optometrist/ Ophthalmologist appointment and follow up care once each two (2) years thereafter;
 - c. For persons served 45 year and older, complete a colonoscopy and endoscopy and as ordered by a doctor;
 - d. For women persons served 45 years and older, complete a mammogram and every two (2) years thereafter;
 - e. For women persons served 18 years old and older, receive a gynecological exam with an OBGYN and annually thereafter; and
 - f. Provider staff shall obtain a copy of any doctor's note the same day as the appointment and submit to the conservator for all doctor's visits as described above.
- iii. Staff shall provide a copy of the person's served most recent medical/psychiatric notes from the doctor to the DBH RISE Conservatorship Office.
- iv. Telehealth support – All person served shall have access to a computer (with sound) and be allowed privacy to attend psychiatry appointments and court evaluations with a doctor.
- v. Facilities that have an onsite doctor, board certified psychiatrist or psychiatric nurse practitioner shall provide medical services for all psychiatric medications.
- vi. Persons served who require adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, etc.) shall be given assistance in securing and maintaining these devices.

- vii. Staff must present a copy of person's served medication log to health professionals prior to treatment.
- viii. Staff shall complete requests for packets prior to doctor evaluation appointments for court when requested by County.

D. Administration

- i. Administrator will meet with the County's DBH Adult Services Division Manager, or designee, as required to monitor the contract.
- ii. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
- iii. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
- iv. Prepare reports as may be required to fulfill the terms of the agreement.
- v. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by the Contractor on each occurrence.
- vi. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health, 3133 N. Millbrook Avenue, Fresno, California 93703.
- vii. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
- viii. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.
- ix. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
- x. The daily rate for the client will be commensurate with the level of care provided at that facility.
- xi. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form.
- xii. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved

to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

2. **Special Treatment Program:**

The MHRC(s) will focus on mental health rehabilitation, rather than skilled nursing, and will include short-term, rehabilitative, individualized, goal-oriented special treatment programs. The length of stay for clients with serious mental health conditions will vary.

3. **Enhanced Services:**

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services may be male or female; have a major psychiatric diagnosis, organic brain syndrome, or major mental disorder; are a LPS conservatee of Fresno County; may be physically impaired; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; provide a safe, secure, and healthful environment; provide adequate supervision; and, prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

D. **TARGET POPULATION:**

1. Clients who no longer are in need of acute hospital care.
2. Clients who have an active temporary conservatorship.
3. Recently conserved Fresno County clients (no longer than three (3) years).

E. **REPORTING/OUTCOMES**

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

F. **OBJECTIVES/EVALUATION**

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that will include observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is

executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

G. CORPORATIONS

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

H. INSURANCE

Contractor will provide County with new certificates of insurance if there is any change in coverage.

I. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

J. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
7th AVENUE CENTER, LLC

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adults with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adults with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired and without these services would most likely need acute care.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the client is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

The need for continuing Enhanced Services will be re-assessed on a weekly to monthly basis throughout the individual's stay.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County clients during the term of the Agreement. The County does not guarantee any minimum number of beds.

IV. RATES*

Program Services	Rate
Basic Daily Rate	\$ 280.64 per client per day
Bed Hold Rate	\$ 273.79 per bed per day
Enhanced Services Rate	\$ 200-400 per bed per day
1:1 Supervision	\$ 400 per day

Other Services	Rate
Physician/Psychiatric Services^	\$ per visit; \$ for intake

* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

^ Psychiatric services (provided to clients placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly services invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in the monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Should a client require 1:1 Supervision longer than 24 hours while awaiting return to his/her home county, there will be an additional charge of \$400.00 per day for a period not to exceed five (5) days.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

County agrees to provide designated placement when acute hospitalization is deemed necessary. County agrees to reimburse Contractor for all costs related to transportation.

Resident Medi-Cal Status during Stay: COUNTY agrees that resident's Medi-Cal status remains within their county of origin throughout their stay at the facility and agrees not to change resident's Medi-Cal county status to Santa Cruz County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
CF MERCED BEHAVIORAL, LLC, d.b.a. MERCED BEHAVIORAL CENTER

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions, plus those services that are included in Special Treatment programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

SPECIAL TREATMENT PROGRAMS:

Special Treatment Programs (STP) serve persons who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to persons having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

II. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County’s Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County’s DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS:

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES:

Program Services	Rate
Basic Daily Rate	\$ 227.20
Bed Hold Rate*	\$ 217.95
Enhanced Services Patch Rate** 1 on 1 Monitoring	\$ 432.00 per day

* Bed Hold Rate – Person Served out at Hospital. Above rate will be paid up to seven (7) days without authorization required.

** All rates other than the Basic Daily Rate services must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

Rates are inclusive of psychiatric services.

Rate is set at the State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed who does not have Medi-Cal and is under age 65, County will pay both the “with Medi-Cal” rate and the “without Medi-Cal” rate above to cover room and board charges.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
CRESTWOOD BEHAVIORIAL HEALTH, INC.

Contractor has many facilities throughout the State of California providing all services listed in Exhibit B and agrees to provide County with the agreed upon services for adult persons served with mental health conditions, pursuant to Welfare and Institutions Code, Section 5900 et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations at the following types of facilities: Skilled Nursing Facility (SNF), Institutions of Mental Disease (IMD), Geropsychiatric Nursing Care Facilities (GNCF), and Mental Health Rehabilitation Center (MHRC).

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency bed-hold for psychiatric and non-psychiatric must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County by using the Special Services Authorization Form. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services are listed by facility listed in Exhibit C-3 pages 3 through 6. Services provided are itemized within the "Scope of Work" (Exhibit B).

SPECIAL TREATMENT PROGRAMS:

Special Treatment Programs (STP) serve persons who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to persons served having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and pre-release planning.

II. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired. A charge in addition to the Enhanced Services bed rate may be negotiated for a person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS:

Contractor shall provide available beds needed for authorized County persons served during each term of this Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES:

Contractor's rates are identified in pages 3-6 of this Exhibit C-3.

All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form. Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

* All rates below are billed per day.

** The rate reduction for bed hold or leave of absence for acute hospitalization is \$8.93 (raw food cost) per diem for dates of service for FY 22-23.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	256.00	29.00
Redding IMD – 1122		52.00
NPI - 1194743088		69.00
		132.00

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor	Medi-Cal Published Rate	41.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	43.00
NPI - 1730128174		69.00
		99.00
		132.00

Crestwood Manor	Medi-Cal Published Rate	47.00
Modesto SNF - 1112	*Indigent/Medi-Cal Ineligible	69.00
NPI - 1508884487		99.00
		132.00

Crestwood Manor - Fremont	Medi-Cal Published Rate	37.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	69.00
NPI - 1902828403		109.00
		158.00

<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Treatment Center	Medi-Cal Published Rate	158.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	
NPI - 1942228838		

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers

Crestwood Center Sacramento MHRC - 1106 NPI - 1356411656	Level 1	403.00
	Level 2	366.00
	Level 3	332.00
	Bed Hold	**
Crestwood Behavioral Health Ctr San Jose MHRC - 1107 NPI - 1376623256	Level 1	439.00
	Level 2	352.00
	Level 3	343.00
	Bed Hold	**
Crestwood Behavioral Health Ctr Eureka MHRC - 1110 NPI - 1124046008	Bed Hold	346.00 **
Crestwood Behavioral Health Ctr Bakersfield MHRC - 1115 NPI - 1275610800	Level (1:1)	745.00
	Level 1	403.00
	Level 2	366.00
	Level 3	330.00
	Bed Hold	**
Crestwood C.E.N.T.E.R. Angwin MHRC - 1116 NPI - 1316024953	Level 1	393.00
	Level 2	313.00
	Level 3	261.00
	Bed Hold	**
Kingsburg Healing Center Kingsburg MHRC - 1140 NPI – 1073989661	Level 1	511.00
	Level 2	452.00
	Level 3	388.00
	Bed Hold	**
Crestwood Recovery and Rehab Vallejo MHRC - 1141 NPI - 1508935834	Level 1	405.00
	Level 2	344.00
	Level 3	304.00
	Level 4	290.00
	Bed Hold	**

Crestwood San Diego	Level 1	493.00
San Diego MHRC - 1154	Level 2	423.00
NPI - 1295146934	Level 3	351.00
	Bed Hold	**
Crestwood Chula Vista	Level 1	493.00
Chula Vista MHRC - 1164	Level 2	423.00
NPI - 1023495181	Level 3	351.00
	Bed Hold	**
San Francisco Healing Center		537.00
San Francisco MHRC - 1166	Bed Hold	**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	504.00
Fallbrook Healing - 1167	Level 2	432.00
NPI - 1639738297	Level 3	360.00
	Bed Hold	**
Champion Healing Center		
Lompoc - 1170	Level 1	560.00
NPI - 31487282273	Level 2	474.00
	Level 3	393.00
	Bed Hold	**

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
VISTA PACIFICA ENTERPRISES, INC.,
d.b.a. VISTA PACIFICA CENTER

Contractor agrees to provide County with Skilled Nursing Facility (SNF)/Institutions for Mental Disease (IMD) services for mentally disabled adult persons ages 18 or older, pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

SPECIAL TREATMENT PROGRAMS

Special Treatment Programs (STP) serve persons served who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual person served need basis between County's DBH Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See "Vista Pacifica Enterprises, INC., d.b.a. Vista Pacifica Center Rate Table 2023-2024" attached.

*All rates other than the Basic Daily Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form or a form agreed upon by COUNTY and CONTRACTOR.

^Psychiatric services (provided to persons served placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**VISTA PACIFICA ENTERPRISES, INC., d.b.a. VISTA PACIFICA CENTER
Rate Table FY 23-24**

Institution of Mental Disease Rates

Services 18-64 Years Old	FY 2023-2024
Facility Rate - Daily	\$ 235.00
Room Reserve Rate	\$ 235.00
BED HOLD (Leave of absence)	\$ 226.65 **
Private Rate	\$ 246.75
Augmented Services Rates	
Level A (per diem rate in addition to daily rate)	\$ 70.00 per day
Level B (per diem rate in addition to daily rate)	\$ 140.00 per day
Level C (per diem rate in addition to daily rate)	\$ 180.00 per day
Level D (per diem rate in addition to daily rate)	\$ 160.00 per day
Physician Services^	\$100.00

Services 65+Years Old	FY 2023-2024
Facility Rate - Daily Room Reserve Rate	\$ 215.19
BED HOLD (Leave of absence)	\$ 206.42 **
Private Rate	\$ 246.75
Augmented Services Rates	
Patch A (per diem rate in addition to daily rate)	\$ 94.50 per day
Patch B (per diem rate in addition to daily rate)	\$ 168.00 per day
Patch C (per diem rate in addition to daily rate)	\$ 210.00 per day
Patch D (per diem rate in addition to daily rate)	\$ 189.00 per day

**Bed Hold Rate – Person Served out at Hospital. Above rate will be paid up to seven (7) days without authorization required.

Room Reserve Rate – Holding bed for person served prior to Admission

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
VISTA PACIFICA ENTERPRISES, INC., d.b.a. VISTA PACIFICA CONVALESCENT

Contractor agrees to provide County with Skilled Nursing Facility (SNF) pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF services to adults with medical and mental health conditions.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual person served need basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and Behavioral Services by using the Special Services Authorization Form.

III. REQUIREMENTS:

Contractor may provide up to forty-nine (49) beds per day for authorized County persons served during each term of the Agreement, as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Facility Rate - Daily Room Reserve Rate **	\$ 255.24
Bedhold Rate **	\$ 246.31
Private Rate - Semi	\$ 288.75
Private Rate - Single	\$ 299.25
Augmented Services Rate	
Patch A (per diem rate in addition to daily rate)	\$ 90.00 per day
Patch B (per diem rate in addition to daily rate)	\$ 160.00 per day
Patch C (per diem rate in addition to daily rate)	\$ 200.00 per day

**Dependent on AB1629 SNF Rates

<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>

Room Reserve Rate – Holding bed for person served prior to Admission

Bed Hold Rate – Person Served out at Hospital. Above rate will be paid up to seven (7) days without authorization required.

* All rates other than the Basic Daily Rate must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form or a form agreed upon by COUNTY and CONTRACTOR.

^Psychiatric services (provided to persons served placed by County at Contractor’s facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**DESCRIPTION OF SERVICES & RATES (FY 2023-24)
HELIOS HEALTHCARE, LLC, d.b.a IDYLWOOD CARE CENTER**

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California’s Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services’ Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency bed-hold for psychiatric and non-psychiatric must be approved by the County’s Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County by using the Special Services Authorization Form. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in “Scope of Work” (Exhibit B), Contractor shall provide the following:

I. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for a person served on an as-needed basis between County’s Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County’s DBH Director, or designee, must approve these rates before the person served is provided any services by using the Special Services Authorization Form.

II. REQUIREMENTS:

Contractor shall provide available beds needed for authorized County persons served during each term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

III. RATES:

The following are the rates per person served per day:

Program Services	Rate
Enhanced Services Rate – Tier 1*	\$ 132.00 per day
Enhanced Services Rate – Tier 2*	\$ 158.00 per day
Enhanced Services Rate – Tier 3*	\$ 192.00 per day
1:1 Rate	\$ 30.00 per hour

*All rates other than the above listed Enhanced Service Rates must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the above listed Enhanced Service Rates, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

The identified rates include room and board, nursing care, special treatment program services, activity program, over-the-counter medications, diet, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
KF COMMUNITY CARE, LLC., d.b.a. COMMUNITY CARE CENTER

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions, plus those services that are included in Special Treatment Programs (STP) as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. SUB-ACUTE TREATMENT SERVICES

Sub-acute SNF includes services that are non-acute 24-hour voluntary or involuntary care that is required for the provision of mental health services to adult persons served with mental health

conditions who are not in need of acute mental health care, but who require general mental health evaluation, diagnostic assessment, treatment, nursing and/or related services, on a 24-hour per day basis in order to achieve stabilization and/or an optimal level of functioning. Such persons served are those who, if in the community, would require the services of a licensed health facility providing 24-hour sub-acute mental health care. Such facilities include, but are not limited to, Skilled Nursing Facilities with special treatment programs. Sub-acute has the same meaning as non-acute as defined in this section.

IV. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

V. RATES*

Program Services	Rate
Basic Daily Rate (Bungalow)	\$ 425.34 per person served per day
1:1 Supervision (Bungalow)	\$ 17.10 per hour per person served
Bed Hold (Bungalow)	\$ 416.10 per person served per day
Basic Daily Rate (IMD)	\$ 297.90 per person served per day
Enhanced Services (IMD)	\$ 491.00 per person served per day
Bed Hold (IMD)	\$ 288.66 per person served per day
Other Services	Rate (Range) / Unit
Physician/Psychiatric Services **	\$ 80-160 per visit

*All rates other than the Basic Daily Rate services must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

**Physician/Psychiatric services (provided to persons served placed by County at Contractor’s facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
MORTON BAKAR CENTER, A DIVISION OF TELECARE CORPORATION

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds for authorized County persons served during each term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal) **	\$ 266.20 per person served
Basic Daily Rate (IMD/STP without Medi-Cal)	\$ 266.20 per person served
Enhanced Services (with Medi-Cal) **	\$ 157.52 per person served
Enhanced Services (without Medi-Cal)	\$ 157.52 per person served
Bed Hold Rate	\$ 423.72 per person served
1:1 Supervision	\$ 41.30 per hour

Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate and Enhanced Services Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, or Enhanced Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

** Rate is set at State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed that does not have Medi-Cal and is under age 65, County will pay both the basic daily rate and the enhanced service rate.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal person served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or

resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

**DESCRIPTION OF SERVICES & RATES (FY 2023-24)
CORDILLERAS MENTAL HEALTH REHABILITATION
CENTER (MHRC), A DIVISION OF TELECARE
CORPORATION**

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adult persons served with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency MHRC bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adult persons served with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal)	\$ 319.50 per person served
Bed Hold Rate	\$ 319.50 per person served
1:1 Supervision	\$ 41.30 per hour
Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
GLADMAN MENTAL HEALTH REHABILITATION CENTER
(MHRC), A DIVISION OF TELECARE CORPORATION

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adult persons served with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency MHRC bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adult persons served with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal)	\$ 484.02 per person served
Bed Hold Rate	\$ 484.02 per person served
1:1 Supervision	\$ 41.30 per hour
Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)**LA PAZ GEROPSYCHIATRIC CENTER,
A DIVISION OF TELECARE CORPORATION**

Contractor agrees to provide County with Geropsychiatric Nursing Care Facility (GNCF) services for adult person served ages 65 years and older with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, sections 51335, 71443-72475, and the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily (not more than seven (7) days) absent from a facility. For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency GNCF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served, ages 65 and older, with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds for authorized County persons served during each term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal) **	\$ 211.48 per person served
Basic Daily Rate (IMD/STP without Medi-Cal)	\$ 211.48 per person served
Enhanced Services (with Medi-Cal) **	\$ 162.62 per person served
Enhanced Services (without Medi-Cal)	\$ 162.62 per person served
Bed Hold Rate	\$ 374.10 per person served
1:1 Supervision	\$ 41.30 per hour
Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate and Enhanced Services Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, or Enhanced Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

** Rate is set at State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed that does not have Medi-Cal and is under age 65, County will pay both the basic daily rate and the enhanced service rate.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses,

including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
GARFIELD NEUROBEHAVIORAL CENTER,
A DIVISION OF TELECARE CORPORATION

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services, which augment basic services.

Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal) **	\$ 397.57 per person served
Basic Daily Rate (IMD/STP without Medi-Cal)	\$ 397.57 per person served
Enhanced Services (with Medi-Cal) **	\$ 303.76 per person served
Enhanced Services (without Medi-Cal)	\$ 303.76 per person served
Bed Hold Rate	\$ 701.34 per person served
1:1 Supervision	\$ 41.30 per hour
Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate and Enhanced Services Rate must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, or Enhanced Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

** Rate is set at State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed that does not have Medi-Cal and is under age 65, County will pay both the basic daily rate and the enhanced service rate.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor’s facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY’s request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by

CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
VILLA FAIRMONT MENTAL HEALTH REHABILITATION CENTER
(MHRC), A DIVISION OF TELECARE CORPORATION

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adult persons served with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Care Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency MHRC bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adult persons served with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal)	\$ 475.02 per person served
Enhanced Services (with Medi-Cal)	\$ 475.02 per person served
Bed Hold Rate	\$ 475.02 per person served
Other Services	Rate / Rate Range
Physician/Psychiatric Services ^	\$ 195.89 per visit

* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

^ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
VILLA FAIRMONT (MHRC) – FLEX UNIT,
A DIVISION OF TELECARE CORPORATION

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adult persons served with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Care Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily (not more than seven (7) days) absent from a facility. An emergency MHRC bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adult persons served with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal)	\$ 538.20 per person served
Enhanced Services (with Medi-Cal)	\$ 538.20 per person served
Bed Hold Rate	\$ 538.20 per person served
Other Services	Rate / Rate Range
Physician/Psychiatric Services [^]	\$ 195.89 per visit

* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

[^] Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. HOLD HARMLESS

Contractor will adhere to the following Hold Harmless clause, in place of the contract language stated on Page 11, Paragraph 10, Lines 20 through 27 of this Agreement:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
MENTAL HEALTH MANAGEMENT I, INC., d.b.a. CANYON MANOR

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adults with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adults with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the client is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County clients during the term of this Agreement. The County does not guarantee any minimum number of beds.

IV. RATES

Program Services	Rate
Basic Daily Rate*	\$ 384.36

Other Services	Rate
One on One Rate per 8 hour Shift^	\$ 457.11

* The Basic Daily Rate shall be inclusive of all psychiatric services such as weekly visits, initial psychiatric assessment and two affidavits for LPS conservatorship renewal per year.

^ Only applicable for those counties contracted for one on one services.

**Any rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
OAKLANDIDENCE OPCO, LLC., d.b.a. MEDICAL HILL HEALTHCARE CENTER

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served ages 18 to 64 years with mental health conditions, pursuant to Welfare and Institutions Code, section 5900, et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations. In addition, Contractor agrees to provide County with Geropsychiatric Nursing Care Facility (GNCF) services for adult persons served age 65 years and older with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, sections 51335, 71443-72475, and the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary GNCF services to adult persons served ages 65 and older with mental health conditions as an alternative to State hospitalization or other higher levels of care. In addition, contractor will provide SNF/IMD services to adult persons served ages 18 to 64 years of age with mental health conditions.

Services shall be provided in a secure, skilled nursing facility located at 475 Twenty-Ninth Street, Oakland, CA 94609, which offers twenty-four (24) hour care and staffing. Contractor shall, in conjunction with County, develop and implement a treatment plan, using resources available to both Contractor and County.

Contractor shall provide appropriate activities for County persons served and ongoing consultation with the County DBH's Older Adult Team.

Contractor shall use its best efforts to facilitate each person's served transfer to a lower level of care, through collaboration with County.

Contractor shall ensure that the County Public Guardian receives two (2) physician's declarations required to renew LPS Conservatorships at least forty-five (45) days prior to the expiration of the conservatorship term.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming as appropriate.

II. SPECIAL TREATMENT PROGRAMS

Special Treatment Programs (STP) serve persons who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to persons served having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and pre-release planning.

III. ENHANCED SERVICES

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population includes adult persons served with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons served who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

The major objectives for these services are: to control and modify the person's served destructive behavior; and, to prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

IV. REQUIREMENTS

All persons served designated to receive enhanced services shall be approved in writing by the County's Department of Behavioral Health (DBH) Director, or designee, prior to the implementation of said enhanced services at the time of placement. If the services of a person housed in the facility has a need to increase the level of care from Basic to Enhanced services a prior approval must be obtained from the County's DBH Director, or designee, utilizing the Special Services Authorization Form. Any emergency provision of enhanced services will need a written authorization within five (5) working days of any oral authorization. The above bed requirements are based on average use and County does not guarantee any minimum bed days. Payment will only be made for beds utilized.

Upon mutual oral consent of the Contractor and County's DBH Director, or designee, Contractor shall accept and place into Contractor's facility all persons served referred by County. County shall coordinate the placement of persons served with Contractor's admission staff.

V. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal) SNF Geropsychiatric Bed	\$ 210.00 per person served per day
Basic Daily Rate (IMD/STP without Medi-Cal) SNF Geropsychiatric Bed	\$ 420.00 per person served per day
Enhanced Services (with Medi-Cal) SNF Geropsychiatric Bed (STP)	\$ 367.50 per person served per day (pre-authorization required)
Enhanced Services (without Medi-Cal) SNF Geropsychiatric Bed (Enhanced)	\$ 577.10 per person served per day (pre-authorization required)
Bed Hold Rate	\$ 210.00 per person served per day
Other Services	Rate (Range)
Physician Services**	\$ 80.00 per visit

*All rates other than the Basic Daily Rate services must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

**Physician/Psychiatric services (provided to persons served placed by County at Contractor’s facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
COMMUNITY CARE ON PALM RIVERSIDE, LLC.

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF services to adult persons served with medical and mental health conditions.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS:

Contractor may provide up to forty-nine (49) beds per day for authorized County persons served during each term of the Agreement, as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See “Community Care on Palm Riverside, LLC Rate Table 2023-24” attached.

*All rates other than the Basic Daily Rate services must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

** Bed Hold Rate – Person Served out at Hospital. The below rate will be paid up to seven (7) days without authorization required.

^Psychiatric services (provided to persons served placed by County at Contractor’s facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**COMMUNITY CARE ON PALM RIVERSIDE, LLC.
Rate Table FY 2023-24**

Services	FY 2023-2024
Facility Rate - Daily Room Reserve Rate	\$ 242.34
Bedhold Rate	\$ 242.34
Room Reserve	\$ 242.34
Private - Single Room	\$ 260.00
Semi-Private Room	\$ 229.32
Augmented Services Rates Effective 7/1/2023	
Patch A (per diem rate in addition to daily rate)	\$ 79.19 per day
Patch B (per diem rate in addition to daily rate)	\$ 158.38 per day
Patch C (per diem rate in addition to daily rate)	\$ 203.64 per day
Other Services	Rate Range
Physician/Psychiatric Services^	\$ 104.00

Bed Hold Rate - Client out at Hospital

Room Reserve Rate - Holding bed for Client prior to Admission

DHCS Website for SNF Rates AB1629

<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>

**DESCRIPTION OF SERVICES & RATES (FY 2023-24)
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC**

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adults with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily (not more than seven (7) days) absent from a facility. A n e m e r g e n c y M H R C bed hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary MHRC services to adults with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form.

The need for continuing Enhanced Services will be re-assessed on a weekly to monthly basis throughout the individual's stay.

III. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds.

IV. RATES

See "California Psychiatric Transitions Rate Table 2023-2024" attached. **Rates are inclusive of psychiatric services.**

All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

V. CONTRACT PAYMENT SCHEDULE

In its dealings with California Psychiatric Transitions, the County will ensure payment within thirty (30) days after receipt and verification of Contractor's invoices or communicate to Contractor when such timeframe cannot be met for any reason.

Contractor agrees to send invoices to:

- DBH-Invoices@fresnoountyca.gov
- dbhinvoicereview@fresnocountyca.gov
- dbhcontractedservicesdivision@fresnocountyca.gov

VI. ADMISSIONS AGREEMENT

Prior to a person's served admission, County staff shall complete a copy of Contractor's residential admission packet, to be honored by the admitting County, as applicable for each person.

California Psychiatric Transitions Rate Table
FY 2023-2024

MHRC	
LPS	\$485.00/Day
1:1 Monitoring	\$55.00/Hour
DBU	
LPS, IST, DIV, Murphyy	\$960.00/Day
1:1 Monitoring	\$55.00/Hour
FORENSIC	
IIST, DIV, Murphy	\$690.00/Day
1:1 Monitoring	\$55.00 /Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
GOLDEN STATE HEALTH CENTERS, INC.,
d.b.a. SYLMAR HEALTH AND REHABILITATION CENTER

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons includes, but is not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

Other charges in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place. Approval for such services may be sought using the Special Services Authorization Form.

III. SUB-ACUTE TREATMENT SERVICES

Sub-acute SNF includes services that are non-acute 24-hour voluntary or involuntary care that is required for the provision of mental health services to adult persons served with a mental health condition who are not in need of acute mental health care, but who require general mental health evaluation, diagnostic assessment, treatment, nursing and/or related services, on a 24-hour per day basis in order to achieve stabilization and/or an optimal level of functioning. Such persons are those who, if in the community, would require the services of a licensed health facility providing 24-hour sub-acute mental health care. Such facilities include, but are not limited to, Skilled Nursing Facilities with special treatment programs. Sub-acute has the same meaning as non-acute as defined in this section.

IV. REQUIREMENTS

Contractor shall provide available beds needed for authorized County persons served during the term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

V. RATES*

Program Services	Rate
Basic Daily Rate (IMD/STP with Medi-Cal)**	\$ 213.87 per person served per day
Bed Hold Rate	\$ 205.11 per person served per day
Enhanced Services Rate (with Medi-Cal)**	\$ 241.02 per person served per day
Subacute	\$ 293.20 per person served per day

Other Services	Rate Range
Physician/Psychiatric Services ¹¹	\$ 75-190 per visit

* All services other than the Basic Daily Rate, and Subacute services, must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any services higher than the Basic Daily Rate services, or Subacute services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

The Basic Daily Rate services, and Subacute services, will either be inclusive of all physician/psychiatric services provided to persons such as weekly visits, which may consist of an initial, brief or routine psychiatric assessments/visits, and annual evaluation and declarations for LPS conservatorship renewal, or a separate rate (or rate range) shall be established for psychiatric services as stated below.

** Rate is set at the State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed who does not have Medi-Cal and is under age 65, County will pay both the basic daily rate and the enhanced service rate.

¹¹ Physician/psychiatric services (provided to persons served placed by County at Contractor's facilities) not covered by Medi-Cal, private insurance or personal/other funds shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
COUNTRYSIDE CARE CENTER, LLC

Contractor agrees to provide County with Skilled Nursing Facility (SNF)/Institutions for Mental Disease (IMD) services for mentally disabled adult persons ages 18 or older, pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

SPECIAL TREATMENT PROGRAMS

Special Treatment Programs (STP) serve persons served who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual person served need basis between County's DBH Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See "Countryside Care Center LLC Rate Table 2023-2024" attached.

*All rates other than the Basic Daily Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form or a form agreed upon by COUNTY and CONTRACTOR.

^Psychiatric services (provided to persons served placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**COUNTRYSIDE CARE CENTER, LLC
Rate Table FY 23-24**

Institution of Mental Disease Rates

Service Levels	FY 2023-2024
Basic Daily Rate (IMD/STP with Medi-Cal)	\$ 275.00 per person per day
Basic Daily Rate (IMD/STP without Medi-Cal)	\$ 275.00 per person per day
Basic Daily Rate - Bed Hold**	\$ 266.07 per person per day
Level 1 Patch	\$ 80.00 per person per day
Level 2 Patch	\$ 150.00 per person per day
Level 3 Patch	\$ 200.00 per person per day
High Specialty Population	\$ 487.36 per person per day

**Bed Hold Rate – Person Served out at Hospital. Above rate will be paid up to seven (7) days without authorization required.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
GHC OF FRESNO, LLC DBA HORIZON HEALTH & SUBACUTE CENTER

Contractor agrees to provide County with Skilled Nursing Facility (SNF)/Institutions for Mental Disease (IMD) services for mentally disabled adult persons ages 18 or older, pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

SPECIAL TREATMENT PROGRAMS

Special Treatment Programs (STP) serve persons served who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual person served need basis between County's DBH Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See "GHC of Fresno, LLC dba Horizon Health & Subacute Center Rate Table 2023-2024" attached.

*All rates other than the Basic Daily Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form or a form agreed upon by COUNTY and CONTRACTOR.

^Psychiatric services (provided to persons served placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**GHC OF FRESNO, LLC DBA HORIZON HEALTH & SUBACUTE CENTER
Rate Table FY 23-24**

Institution of Mental Disease Rates

Long Term Care Service Levels	FY 2023-2024
Patch A (Special Care Standard Rate)	\$ 275.00 per day
Patch B (Special Care Additional Services Rate)	\$ 300.00 per day
Indigent Rate (Unfunded or Non-contracted Medi-Cal HMO)	A - \$ 450.00 per day B - \$ 475.00 per day
Murcon Patch Rate (Murphy)	A - \$ 425.00 per day B - \$ 450.00 per day

Special Treatment Program Service Levels	FY 2023-2024
Patch A (Special Care Standard Rate)	\$ 325.00 per day
Patch B (Special Care Additional Services Rate)	\$ 360.00 per day
Patch C (Special Care Additional Services Intense Rate)	\$ 395.00 per day
Indigent Rate (Unfunded or Non-contracted Medi-Cal HMO)	A - \$ 475.00 per day B - \$ 500.00 per day C - \$ 525.00 per day
Murcon Patch Rate (Murphy)	A - \$ 475.00 per day B - \$ 510.00 per day C - \$ 545.00 per day

**Bed Hold Rate – Person Served out at Hospital. The bed hold rate is equivalent to the appropriate level of care daily rate for the person served minus the Raw Food Cost (\$8.93) per day for dates of service for FY 23-24. The bed hold rate will be paid up to seven (7) days without authorization required.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
GHC OF ANBERRY, LLC DBA ANBERRY NURSING AND REHABILITATION CENTER

Contractor agrees to provide County with Skilled Nursing Facility (SNF)/Institutions for Mental Disease (IMD) services for mentally disabled adult persons ages 18 or older, pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

I. BASIC DAILY RATE SERVICES

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

SPECIAL TREATMENT PROGRAMS

Special Treatment Programs (STP) serve persons served who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

II. ENHANCED SERVICES

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve persons served who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual person served need basis between County's DBH Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See "GHC of Anberry, LLC dba Anberry Nursing and Rehabilitation Center Rate Table 2023-2024" attached.

*All rates other than the Basic Daily Rate must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form or a form agreed upon by COUNTY and CONTRACTOR.

^Psychiatric services (provided to persons served placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**GHC OF ANBERRY, LLC DBA ANBERRY NURSING AND REHABILITATION CENTER
Rate Table FY 23-24**

Institution of Mental Disease Rates

Long Term Care Service Levels	FY 2023-2024
Patch A (Special Care Standard Rate)	\$ 275.00 per day
Patch B (Special Care Additional Services Rate)	\$ 300.00 per day
Indigent Rate (Unfunded or Non-contracted Medi-Cal HMO)	A - \$ 450.00 per day B - \$ 475.00 per day
Murcon Patch Rate (Murphy)	A - \$ 425.00 per day B - \$ 450.00 per day

Special Treatment Program Service Levels	FY 2023-2024
Patch A (Special Care Standard Rate)	\$ 325.00 per day
Patch B (Special Care Additional Services Rate)	\$ 360.00 per day
Patch C (Special Care Additional Services Intense Rate)	\$ 395.00 per day
Indigent Rate (Unfunded or Non-contracted Medi-Cal HMO)	A - \$ 475.00 per day B - \$ 500.00 per day C - \$ 525.00 per day
Murcon Patch Rate (Murphy)	A - \$ 475.00 per day B - \$ 510.00 per day C - \$ 545.00 per day

** Bed Hold Rate – Person Served out at Hospital. The bed hold rate is equivalent to the appropriate level of care daily rate for the person served minus the Raw Food Cost (\$8.93) per day for dates of service for FY 23-24. The bed hold rate will be paid up to seven (7) days without authorization required.

DESCRIPTION OF SERVICES & RATES (FY 2023-24)
RG LEGACY II, LLC. dba Pasadena Nursing Center

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

I. BASIC DAILY RATE SERVICES:

Basic Daily Rate services consist of usual and customary SNF services to adult persons served with medical and mental health conditions.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

II. ENHANCED SERVICES:

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

III. REQUIREMENTS:

Contractor may provide up to forty-nine (49) beds per day for authorized County persons served during each term of the Agreement, as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES*

See “RG Legacy II, LLC. dba Pasadena Nursing Center Rate Table 2023-24” attached.

*All rates other than the Basic Daily Rate services must be pre-approved by the County’s DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

** Bed Hold Rate – Person Served out at Hospital. The below rate will be paid up to seven (7) days without authorization required.

^Psychiatric services (provided to persons served placed by County at Contractor’s facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**RG Legacy II, LLC dba Pasadena Nursing Center
Rate Table FY 2023-24**

Services-Effective 7/1/2023	FY 2023-2024
Facility Rate - Daily Room Reserve Rate	\$242.34
Bedhold Rate & Room Reserve Rate	\$242.34
Private – Single Room	\$242.34
Semi-Private Room	\$260.00
Augmented Services Rates	\$218.40
Patch A (per diem rate in addition to daily rate)	\$210.00
Patch B (per diem rate in addition to daily rate)	\$265.00
Patch C (per diem rate in addition to daily rate)	\$290.00

Bed Hold Rate - Client out at Hospital

Room Reserve Rate - Holding bed for Client prior to Admission

DHCS Website for SNF Rates AB1629

<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>

Exhibit G

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its

Exhibit G

claims-made policy for a minimum of five years after completion of services under this Agreement.

- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full digital restoration of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor. **Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Exhibit H, Data Security Requirements of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

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insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full digital restoration of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

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- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit H

Data Security

1. Definitions

Capitalized terms used in this Exhibit H have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor(s)’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor(s)’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor(s), who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit H.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor(s) by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor(s)’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor(s) to promptly investigate and take remedial action under this Exhibit H.

Exhibit H

- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor(s) (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit H.
- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor(s) acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor(s), or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor(s) acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor(s), or any Authorized Persons. The Contractor(s) further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor(s)'s, or any Authorized Person's, Use of that Personal Information.
- (C) The Contractor(s) agrees and covenants in favor of the Country that the Contractor(s) shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor(s) pursuant to the terms of this Exhibit H;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor(s)'s own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Exhibit H

- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor(s) believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor(s) shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor(s), or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor(s) for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor(s) shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.
- (E) The Contractor(s) shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor(s)'s own actions and omissions.

3. Information Security

- (A) The Contractor(s) covenants, represents and warrants to the County that the Contractor(s)'s Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor(s) uses credit, debit or other payment cardholder information, the Contractor(s) shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor(s)'s sole cost and expense.
- (B) The Contractor(s) covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor(s) has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor(s)'s obligations under section 3(A) of this Exhibit H, the Contractor(s)'s (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor(s)'s and Authorized Persons' technical and administrative personnel who are necessary for the Contractor(s)'s, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

Exhibit H

- (ii) ensuring that all of the Contractor(s)'s connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
 - (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor(s), including any Authorized Person, or anyone with whom the Contractor(s) or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor(s), the Contractor(s) shall cause such Authorized Employees to abide strictly by the Contractor(s)'s obligations under this Exhibit H. The Contractor(s) shall maintain a

Exhibit H

disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

- (E) The Contractor(s) shall, in a secure manner, backup daily, or more frequently if it is the Contractor(s)'s practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor(s), through the Internet.
- (F) The Contractor(s) shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor(s) and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor(s)'s and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- (G) The Contractor(s) shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor(s)'s awareness or reasonable belief of a Security Breach, the Contractor(s) shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: incidents@fresnocountyca.gov, phone number 559 600-5900 (which telephone number and email address the County may update by providing notice to the Contractor(s)), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized use, disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor(s)'s notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit H, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor(s) agrees to fully cooperate with the County, including, without limitation:
 - (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor(s)'s other employees knowledgeable of the matter; and

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- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor(s) shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor(s) shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor(s)'s discovery of the Security Breach.

- (C) County shall promptly notify the Contractor(s) of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor(s)'s receipt of that notification, the Contractor(s) shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit H, all at the Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor(s) discovers a Security Breach, the Contractor(s) shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor(s) shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- (D) The Contractor(s) shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor(s) shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit H.
- (E) The Contractor(s) agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor(s) shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor(s)'s operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor(s)'s compliance with this Exhibit H, as well as any applicable laws, regulations and industry standards, the Contractor(s) grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor(s)'s physical and technical environment in relation to all Personal Information that is Used by the Contractor(s) pursuant to this Agreement. The Contractor(s) shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's

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behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor(s) for Personal Information pursuant to this Agreement. In addition, the Contractor(s) shall provide the County with the results of any audit by or on behalf of the Contractor(s) that assesses the effectiveness of the Contractor(s)'s information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit H.

(C) The Contractor(s) shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit H. that apply to the Contractor(s) with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor(s) and such Authorized Persons, or amending any written agreements to provide same.

- 6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor(s) shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor(s) is authorized to dispose of any such Personal Information, as provided in this Exhibit H, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor(s) shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor(s) shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit H to all such Personal Information and copies of Personal Information. The Contractor(s) shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor(s)'s obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor(s) retains if return or disposal is not feasible and to all Personal Information that the Contractor(s) may later discover.
- 7. Equitable Relief.** The Contractor(s) acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.
- 8. Indemnity.** The Contractor(s) shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of

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copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit H and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit H or arising out of or resulting from the Contractor(s)'s failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor(s) to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. **Survival.** The respective rights and obligations of the Contractor(s) and the County as stated in this Exhibit H shall survive the termination of this Agreement.
10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit H is intended to confer, nor shall anything in this Exhibit H confer, upon any person other than the County or the Contractor(s) and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
11. **No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor(s)'s (or any Authorized Person's) possession or control, or Use by the Contractor(s) (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.