AGREEMENT NO. ____-____
(Agreement for Mental Health Services)

This Agreement ("Agreement") is made and entered into this 1st day of July, 2016 by and between the County of Yolo, a political subdivision of the State of California ("County") and Dignity Health, a California non-profit public benefit corporation d/b/a Woodland Memorial Hospital authorized to do business in the State of California ("Contractor").

W I T N E S S E T H:

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as psychiatric inpatient hospital services and specialty mental health services; and

WHEREAS, the County desires to obtain Acute Psychiatric Inpatient Hospital Services for Yolo County residents; and

WHEREAS, County has entered into agreement with the State of California, Department of Health Care Services, to provide Mental Health services to County of Yolo residents, (e.g., State Performance Agreement, State Managed Care Agreement, and Mental Health Services Act Agreement, hereinafter referred to as the "State Contracts"); these agreements are available to Contractor at website http://www.yolocounty.org/health-human-services/alcohol-drug-and-mental-health-/provider-information; and

WHEREAS, the State Contracts require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors (including, but not limited to, Contractor) comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement;

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants, to the best of its knowledge, that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and

furthering of the Values of Yolo County, a copy of which can be found at http://www.yolocounty.org/general-government/about-us/values-goals-tactical-plans.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. TERMS

A. The term of this Agreement shall be **from July 1, 2016 through June 30, 2017** unless sooner terminated as provided in this Agreement. This Agreement may be extended upon written agreement of the parties for four (4) additional twelve (12) month periods.

B. Either party may terminate this Agreement in its sole discretion, for any reason or for no reason at all, upon at least 120 days advance written notice to the other party.

II. SERVICES

A. Contractor shall furnish and perform the specialty mental health services [as defined in the California Code of Regulations Title 9, Chapter 11 ("C.C.R.")] set forth in the Scope of Services attached as Exhibit A, in conformance with this Agreement (including, but not limited to, all Exhibits), and in a manner satisfactory to the Director of the Yolo County Health and Human Services Agency or his or her designee ("Director").

B. Contractor shall comply with all applicable provisions of the State and Federal regulations and provisions as incorporated herein as if fully set forth in this place. Contractor shall also comply with all applicable provisions of the Compliance Plan, Provider Manual, and Clinical Survival Guide, and any and all applicable County policies and procedures. The Contractor has accessed and reviewed all of these documents, which are available to the Contractor at website http://www.yolocounty.org/health-human-services/alcohol-drug-and-mental-health-/provider-information, and are incorporated herein by this reference.

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit C, Terms of Payment. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor shall be no greater than **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)** payable as follows: **July 1, 2016 through June 30, 2017**.

IV. TERMS AND CONDITIONS

A. The County and Contractor shall each comply with the Terms and Conditions set forth in Exhibit D attached hereto.

B. The Director may approve modifications of the tasks, scheduling, categories of services and compensation, term, and billing rates set forth elsewhere in this Agreement. If applicable, the Director may, under the authority designated by the Yolo County Board of Supervisors, also

approve modifications to increase the total compensation set forth in Section III of this Agreement as follows:

For Agreements approved by the Purchasing Department of Yolo County, the Director may approve modifications to increase the total compensation provided that the modifications are within twenty percent (20%) of the initial maximum compensation for a fiscal year of an individual agreement. In the event that the increase results in a contract amount for a fiscal year exceeding ONE HUNDRED THOUSAND DOLLARS ($100,000), the increase will require approval by the Yolo County Board of Supervisors.

For Agreements approved by the Yolo County Board of Supervisors, the Director may approve modifications to increase the total compensation provided that the modifications are within twenty percent (20%) of the initial maximum compensation for a fiscal year of an individual agreement.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A:	Scope of Services
Exhibit B:	Medi-Cal Requirements
Exhibit C:	Terms of Payment
Exhibit D:	Terms and Conditions
Exhibit E:	Contract Budget (does not pertain to this Agreement)
Exhibit F:	HIPAA Compliance

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By_____
H. Kevin Vaziri
Hospital President
Woodland Memorial Hospital

Approved as to form:

_____
Dignity Health Legal Counsel

COUNTY OF YOLO

By_____
James Provenza, Chair
Board of Supervisors

By_____
Joan Planell, Director
Health and Human Services Agency

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:

_____
Philip J. Pogledich, County Counsel

EXHIBIT A – SCOPE OF SERVICES
Acute Psychiatric Inpatient Hospital Services

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, CA 95695

Legal entity number: 00299
Provider number: 5702

II. PURPOSE

Provide Acute Psychiatric Inpatient Hospital Services to Yolo County residents who are in need of such services.

III. TARGET POPULATION

Any one of the following populations who meet the mental health medical necessity criteria set forth in Title 9, Section 1820.205, and who are in need of Acute Psychiatric Inpatient Hospital Services:

1. Yolo County residents who are Medi-Cal beneficiaries age 18 years and older,
2. Yolo County residents who are indigent consumers age 18 years and older,
3. Yolo County residents who are beneficiaries of the Yolo County Medical Services Program (CMSP). (County is responsible for approving Treatment Request Authorization. County assumes no financial responsibility for this population.)

IV. SERVICES

A. 1810.201. Acute Psychiatric Inpatient Hospital Services

"Acute Psychiatric Inpatient Hospital Services" means those services provided by a hospital to beneficiaries for whom the facilities, services and equipment described in Section 1810.350 are medically necessary for diagnosis or treatment of a mental disorder in accordance with Section 1820.205.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

Psychiatric Inpatient Hospital Services are medically necessary services, including ancillary services, provided in an approved licensed health facility for the diagnosis and treatment of an acute episode of mental illness. Upon admission patient shall receive medical health assessment by appropriate licensed personnel. Concurrent treatment for medical conditions shall be included in these services. Psychiatric Inpatient Hospital Services do not include transportation services. Psychiatric Inpatient Hospital Services include but are not limited to Psychiatric Inpatient Hospital Professional Services plus the following inpatient services:

1. Room and Meals;
2. Services of appropriate staff;
3. Medicines;
4. Routine laboratory services consisting of CBC, urinalysis, chest film, and serology and other appropriate tests, when indicated by treating physician;
5. Other services normally provided by the respective Contractor's Subcontractor engaged to provide such services when rendered to an Eligible Patient;
6. Administrative services necessary or appropriate to provide services pursuant to this Agreement.

Contractor hires psychiatrists to provide psychiatric assessments and medication monitoring in their Acute Psychiatric Inpatient Hospital. Psychiatrists shall be duly licensed by the appropriate licensing authority to respectively maintain a psychiatric unit or provide professional psychiatric services.

B. 1810.240. Psychiatrist Services

"Psychiatrist Services" means services provided by licensed physicians, within their scope of practice, who have contracted with the MHP to provide specialty mental health services, who have indicated a psychiatrist specialty as part of the provider enrollment process for the Medi-Cal program, to diagnose or treat a mental illness or condition. For the purposes of this Chapter, psychiatrist services may only be provided by physicians who are individual or group providers.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

V. CONCURRENT DISCUSSION REQUIREMENTS

Concurrent discussion is a process to assist both the Mental Health Plan and the facility in ensuring appropriate treatment for patients and ensuring timely review for payment.

For all patients admitted to any facility, concurrent discussion is mandated. This entails faxing all current psychiatry notes and other relevant information (including, but not limited to, the Psychiatric Evaluation, the History and Physical, Toxicology Screen, and Discharge Information) to be reviewed by a clinical staff located within the Quality Management Unit of the Yolo County Health and Human Services Agency. These documents must be legible, signed and dated by the provider, and meet the standards set forth by Chapters 11 and 12 of Title 9 for Medical Necessity for that date of service. If the notes do not meet standards, providers will be given an opportunity to provide other documentation to support medical necessity, and this documentation must be received no later than 24 hours after the request.

For acute hospitalizations for Medi-Cal and Yolo CMSP beneficiaries, concurrent discussion occurs on Tuesdays and Fridays of each week. Faxes must be received prior to 3 PM in order to be reviewed on those days.

For acute hospitalizations for Yolo responsible/indigent patients (SD/MC), after the initial 3 days, notes must be faxed and reviewed daily. During the initial 3 day stay, if one day falls on a Tuesday or Friday, the facility must also participate in concurrent discussion and fax the relevant information. Failure to follow through may result in denial of payment.

Verbal updates of a patient's case will not be accepted in lieu of faxed notes.

VI. DISCHARGE PLANNING

Discharge Planning will begin at the point at which Contractor or Contractor's Subcontractor is first notified of an impending and/or emergency referral from County. Contractor or Contractor's Subcontractor will immediately notify County when a County Responsible Patient becomes ready for discharge and notify County that it must make transportation arrangements for the Eligible Patient. In addition, hospital discharge planning staff will contact County staff for coordinated discharge planning efforts and provide discharge summary to county within 5 working days. Upon discharge, Contractor may provide written medication prescriptions that can be filled on a case by case basis.

EXHIBIT B

MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

C. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.

2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. MHPs shall also provide notice regarding the authority of DHCS to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Yolo

County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, "Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website http://www.yolocounty.org/health-human-services/alcohol-drug-and-mental-health-/provider-information.

1. State DMH Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
2. EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number 01-07.
3. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
4. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor

shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processed if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name.
2. Grievant or Appellant's Name, if different.
3. Date of receipt of grievance or appeal.
4. Nature of the problem.
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem.
6. The date the decision was given to the beneficiary and to grievant or appellant, if different.

Contractor shall forward the above information regarding any grievance to the County as it occurs.

H. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

IV. MEDICAL NECESSITY CRITERIA

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1820.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied.

QUALITY MANAGEMENT STANDARDS

V. ASSESSMENT

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.

B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.

C. Documentation describes client strengths in achieving Client Plan goals.

D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.

E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.

F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.

G. A mental health history is documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.

H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.

I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.

J. A relevant mental status examination is documented.

K. A five axis diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition – Text Reversion (DSM-IV-TR), or a diagnosis from the International Classification of Diseases (ICD, Version 9), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. PROGRAM INTEGRITY

Pursuant to Title 42, CFR, section 455.1(a)(2), Contractor shall have a way to verify with beneficiaries that services reimbursed by Medi-Cal were actually furnished to the beneficiaries. Contractor shall have an established method to conduct service verification. Upon request, Contractor shall make this method and sample work available to the Director.

EXHIBIT C – TERMS OF PAYMENT

I. METHOD OF PAYMENT

A. If applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third party payments.

B. Contractor shall submit a monthly claim in accordance with these Terms of Payment using the CMS form 1500 or equivalency. The monthly claim will summarize the services provided during the previous month in grouping by service location, practitioner, and service code. Contractor shall provide all required supporting documentation. Supporting documentation may include, but is not necessarily limited to, written authorization for services, daily transactions certified by the individual service providers, progress notes, actual units of time and units of service, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), explanation of benefits by other health care carrier, time sheets, labor distribution, general-ledger printouts, costs per line item, and they must be maintained for audit purposes.

Pursuant to Title 9, California Code of Regulations, Section 1778, prior authorization(s) for payment for an emergency admission, whether voluntary or involuntary, shall not be required by County. Contractor shall notify County Point of Authorization for emergency treatment within twenty-four (24) hours of the time of the admission, by faxing, at a minimum, the Hospital Face Sheet, 5150/5585 or Voluntary Form, and Medi-Cal Eligibility Printout. Except for emergency admissions occurring during after-hours/weekend/holiday times, when hospital business office staff are unavailable, the initial Treatment Authorization Request (TAR) form should be faxed with this information. Under this exception, the TAR shall then be faxed the next working business day. Contractor shall participate in Concurrent Discussion pursuant to the terms and conditions of this Agreement, throughout the time the client is admitted in the inpatient psychiatric unit or facility. County shall not be obligated to compensate Contractor for services rendered for emergency services for which Contractor did not notify County within timelines and/or did not participate in Concurrent Discussion.

For all other mental health services, including but not limited to professional services, planned hospitalizations, and more than 99 days of continuous hospitalization, prior authorization(s) from Yolo County Health and Human Services Agency shall be required, pursuant to the terms and conditions of this Agreement, prior to the time services are rendered. Prior authorizations shall be required for a specific client during a specified authorization period. County shall not be obligated to compensate Contractor for services rendered during a non-authorized period, for services provided in excess of an authorized period, for services not previously authorized or for services provided to ineligible individuals. Contractor shall not admit, treat, refer, or transfer a client without prior approval of County, except for emergency admissions, as outlined above.

C. Contractor shall submit such claims for payment to the County within forty-five (45) days of discharge. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than sixty-five (65) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.

D. Claims shall be submitted with required supporting documentation and sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Fiscal Unit

E. Providing that services have been authorized and provided in accordance with the provisions of this Agreement, County shall reimburse Contractor as specified below. The use of the codes specified below is subject to change in accordance with changes in Federal, State or County guidelines.

Contractor shall bill Psychiatric Inpatient Hospital Services (excluding Psychiatric Inpatient Hospital Professional Services) for Yolo County Medi-Cal beneficiaries directly to its fiscal intermediate. The related costs are not subject to the maximum compensation set forth in this Agreement.

County is not responsible for care provided to indigent consumers. The approval of a Treatment Authorization Request (TAR) by the County for Psyehiatric Inpatient Hospital Services for Yolo County indigent consumers does not guarantee a payable. However, if funding is available within the maximum compensation set forth in this Agreement, County shall pay Contractor for such services.

Any services for beneficiaries of the Yolo CMSP are not payable. The approval of a TAR by the County does not constitute a payable. The County assumes no financial responsibility for residents or services covered under the Yolo CMSP.

Regardless, County will not pay Psychiatric Inpatient Hospital Services for administrative days or any services delivered on date of discharge.

For cost reporting purpose, Contactor shall establish an internal tracking system that will accurately maintain units of service. The cost report must inelude all units of service related to mental health services for the County, regardless if they are paid or not paid by the County. Contractor shall report units of service in accordance with the State issued cost report instructions as well as any applicable regulations that govern the cost reporting.

Medi-Cal Rates

Service Code	**Descriptions**	**Rate/Unit**	**Consumer Eligibility**	**Subject to Maximum Compensation under This Agreement**
510	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries, excludes Psychiatric Hospital Inpatient Professional Services)	$1,330.89/Day	Yolo County Medi-Cal; 18 years and older	No; Contractor bills fiscal intermediate directly.

Non-Medi-Cal Rates (Short-Doyle)

Service Code	Descriptions	Rate	Consumer Eligibility	Subjection to the Maximum Compensation under This Agreement
510	Psychiatric Inpatient Hospital Services, treatmcnt day (includes routine and ancillaries, excludes Psychiatric Hospital Inpatient Professional Services)	$1,330.89/Day	Yolo County Indigent; 18 years and older	Yes

F. Final compensation to the Contractor shall be at the actual rate and the total compensation shall not exceed the maximum payable set forth in Section III of this Agreement.

County shall determine the final compensation to the Contractor based on the final audited Cost Report specified in Exhibit D, Section IV and Section XXIX, at the actual rate and the total compensation shall not exceed the maximum payable set forth in Section III of this Agreement.

G. If Medi-Cal applies, County shall make payments to Contractor for services claimed by Contractor prior to billing for Federal Financial Participation (FFP) reimbursement. In the event any claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of denied/rejected claims by Medi-Cal and Medicare. Contractor disallowances are the Contractor's fiscal and program responsibility, per Section L below.

H. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

I. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

J. Claims submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

Late claims submitted with a written request within a reasonable timeframe before the one hundred eighty (180) day regulation eut off, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

K. If applicable, County shall make a diligent effort to process and submit billings to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph C, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.

L. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

M. Should the County, State and/or Federal government, and their authorized representatives, determine that Contractor's actual expenses for goods and/or services provided under this Agreement are more than the payments to Contractor by County, County shall reimburse the Contractor for additional amounts not to exceed the maximum compensation as set forth in Section III of this Agreement providing that the County has received reimbursement from the State and/or Federal government.

N. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

O. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

P. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

EXHIBIT D– TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

A. The County is authorized by California Government Code Section 23004 to make contracts as necessary for the exercise of its powers. The County is also authorized by California Government Code Section 31000 to contract with persons specially trained, experienced, expert, and competent to perform special services such as mental health services.

B. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

C. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement, and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to,

complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum period of five (5) years after final payment is made pursuant to this Agreement or until all audits and any pending matters are completed and resolved, whichever is later.

B. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit B. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal and State requirements as to maintaining electronic health records.

C. All patient records shall be kept for a minimum of fifteen (15) years from the date of discharge, and, in the case of the discharge of minor patients, until the patient's twenty-eighth (28^{th}) birthday, whichever date is later.

D. In the event that Contractor ceases to provide the services required by this agreement due to business closure, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

E. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

F. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Practitioner information report:

- Practitioner ID Request Form
  This form is applicable for those service rendering providers who will bill the

County for Medi-Cal eligible professional services.

A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: https://nppes.cms.hhs.gov/NPPES/NPIRegistryHome.do.

The Practitioner ID Request form and accompanying documentation must be submitted to ADMH for approval prior to first day of service. Submit these reports electronically via email to yoloADMH@yolocounty.org or by fax (530) 666-8637 attention to Yolo County Health and Human Services Agency, Quality Management.

- Signature Log

This log is applicable for those service rendering providers who will bill the County for Medi-Cal eligible professional services.

The signature log will include such information as the provider's printed legal name, NPI, title, and signature.

In the event that Contractor will designate a person other than the actual service rendering provider to certify services delivered, the Contractor shall provide a signature log including such information as the service rendering provider's printed legal name, NPI, title, the signatory's printed legal name, NPI if any, title, relationship to the rendering party, and the signature. Contractor must comply with all applicable law and regulation as to certifying services delivered.

Submit the signature logs electronically via email to yoloADMH@yolocounty.org at time of claim, no later than forty five (45) days after completion of the month in which services have been rendered.

C. Fiscal year annual report:

- Certified Mental Health Cost Report
  Due date: October 31, following the completion of a fiscal year
- Certified Audited Financial Reports
  Due date: July 31, following the completion of two fiscal years, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health Cost Report,

All annual reports, with the exception of Certified Mental Health Cost Report, shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Contract Unit

The Certified Mental Health Cost Report shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Attn: Cost Report

D. Below is a list of required hospitalization reports and documentation.

Required Reports/Documentation for Hospitalizations for Yolo County Medi-Cal Beneficiaries

- TAR and Face Sheet
- Signed and dated Discharge Summary
- Signed and dated History and Physical and/or Signed Psychiatric Evaluation
- Signed and dated MD/PA/NP Progress Notes
- Signed and dated RN/LVN/LPT Progress Notes
- Other progress notes that may be part of the chart
- Labs, including toxicology screen
- Medication record
- Copy of the 5150

These reports and documentations shall be due **within fourteen (14) days** after discharge and sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2501
Woodland, CA 95695
Attn: Quality Management

Required Reports/Documentation for Hospitalizations for Yolo County Indigent Consumers

- Face Sheet
- CMS form 1500 or equivalent
- Signed and dated Discharge Summary
- Signed and dated History and Physical and/or Signed Psychiatric Evaluation
- Signed and dated MD/PA/NP Progress Notes
- Signed and dated RN/LVN/LPT Progress Notes
- Other progress notes that may be part of the chart
- Labs, including toxicology screen
- Medication record
- Copy of the 5150

These reports and documentations shall be due **within fourteen (14) days** after discharge and sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2501
Woodland, CA 95695
Attn: Quality Management

Required Reports/Documentation for Hospitalizations for Beneficiaries of the Yolo CSMP

- TAR and Face Sheet
- Signed and dated Discharge Summary
- Signed and dated History and Physical and/or Signed Psychiatric Evaluation
- Signed and dated MD/PA/NP Progress Notes
- Signed and dated RN/LVN/LPT Progress Notes
- Other progress notes that may be part of the chart
- Labs, including toxicology screen
- Medication record
- Copy of the 5150

These reports and documentations shall be due **within forty-eight (48) hours** after discharge and sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2501
Woodland, CA 95695
Attn: Quality Management

V. AUDITS

A. Contractor shall be subject to examination and audit by the County, State and/or the Federal government until the State Department of Health Care Services Health and Human Services Agency over the Mental Health Short Doyle/Medi-Cal Program has completed audits of said year, and the Final Report is issued, and any/all Appeals have been completed, and a final ruling by the Office of Administrative Hearings and Appeals has been issued on any applicable appeals, closing said Fiscal Year Audit under Title 22, California Code of Regulations, section 51023. Contractor agrees that County, State and/or Federal government has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County, State and/or Federal government with any and all relevant information requested.

Any failure or refusal by Contractor to permit access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend five hundred thousand dollars ($500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

Method of repayment is detailed in Exhibit C.

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to staff providing mental health services. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars ($5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

Method of repayment is detailed in Exhibit C.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205.

B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164,and its implementing regulations, and the privacy and security requirements of Exhibit F attached hereto.

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the

Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. TERMINATION FOR CAUSE/INSUFFICIENT FUNDS

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day (30) period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

E. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XII. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR), Section 7285 et seq.).

XIV. ADMISSION POLICIES AND PATIENTS' RIGHTS

A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.

C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.

D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy

of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – $1,000,000/occurrence and $2,000,000/aggregate.

b. **Automobile Liability** – $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).

c. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - $1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **(NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor **and/or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor **and/or Contractor** will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVII. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this

representation in entering into this Agreement.

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, CA 95695
Attn: Chief Financial Officer

With a copy to: Dignity Health Legal Department
3400 Data Drive
Rancho Cordova, CA 95670

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
Joan Planell, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (530) 666-7948

County: (530) 666-8294

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XXII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

C. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XXIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31

U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXVI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIX. COST SETTLEMENT

A. **If the Contractor provides mental health services as defined in CCR Title 9** (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.

C. This Cost Report is subject to examination and audit by County, State and/or Federal government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

D. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

E. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

F. Should the County, State and/or Federal government, and their authorized representatives, determine that Contractor's actual expenses for goods and/or services provided under this Agreement are more than the compensation paid to Contractor by County, County shall reimburse the Contractor.

G. Method of repayment, either due from the County to Contractor or vice versa, is detailed in Exhibit C.

H. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

Exhibit E – Contract Budget

Does not pertain to this Agreement.

EXHIBIT F - HIPAA COMPLIANCE

The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

The Yolo County ADMH Compliance Plan is available to the Contractor at website http://www.yolocounty.org/health-human-services/alcohol-drug-and-mental-health-/provider-information.