

Fiscal Period July 1, 2016 through June 30, 2017

Contract No.: SBCMH/CSH

**Hospital: St. Helena Hospital Center for Behavioral Health & St. Helena
Hospital**

Address: 10 Woodland Road

St. Helena, CA 94574

Provider No.: 3527

KBD

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ARTICLE 1 FORMATION

1.1 Identification of Parties

This Contract is between the COUNTY OF SAN BENITO, hereinafter designated "the County," and St. Helena Hospital Center for Behavioral Health & St. Helena Hospital, hereinafter designated "the Provider."

1.2 Specification of County's Authority and Instrumentalities

The Provider hereby recognizes that this Contract is formed under the authority of Sections 5775, et seq. of the Welfare and Institutions Code and the regulations adopted pursuant thereto, which authorize the County to contract for provision of psychiatric inpatient hospital services to beneficiaries eligible for such services under the Medi-Cal program and County designated Short-Doyle clients in accordance with the rates, terms and conditions negotiated by the County.

1.3 Declaration that Beneficiaries under the Medi-Cal Program and County designated Short-Doyle clients Are Not Third Party Beneficiaries under this Contract

Notwithstanding mutual recognition that services under this agreement will be rendered by the Provider to beneficiaries under the Medi-Cal program & County designated Short-Doyle clients, as more fully defined in Paragraph 2.3, it is not the intention of either the County or Provider that such individuals occupy the position of intended third party beneficiaries of the obligations assumed by either party to this Contract.

1.4 Declaration of Present Contractual Intent

The County and the Provider, in consideration of the covenants, conditions, stipulations, terms and warranties hereinafter expressed, presently contract as follows.

ARTICLE 2 DEFINITIONS

2.1 Acute Administrative Day

"Acute Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary's stay at an acute inpatient facility must be continued beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60 mile radius at least once each five working days until a beneficiary is placed or no longer requires that level or care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary's status has changed.

2.2 Beneficiary

"Beneficiary" means any person certified as eligible for services under the Medi-Cal Program according to Section 51001, Title 22, California Code of Regulations and those County residents the County designates as Short-Doyle clients.

2.3 Delegate

"Delegate" means any natural or corporate person to whom the Provider attempts, by contract or otherwise, to transfer the primary liability to perform any covenant assumed in this Contract.

2.4 Department

"Department" means the State Department of Health Services.

2.5 Fiscal Intermediary

"Fiscal Intermediary" means that person or entity who has contracted, as specified in Section 14104.3 of the Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Contract.

2.6 Acute Psychiatric Inpatient Hospital Services

"Acute Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness meeting the medical necessity criteria covered by the Medi-Cal program. Services provided in a free-standing hospital may only be reimbursed for persons age 21 or younger and 65 or older.

2.7 Meaning of Words

The words and terms used in this contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of mental health care or unless specifically defined in this Article or otherwise in this Contract. May is used to indicate a permissive or discretionary term of function. Shall is used to introduce a covenant of either the County or the Provider, and is mandatory.

ARTICLE 3
PERFORMANCE PROVISIONS

3.1 General Agreement

- (a) Provider agrees to render psychiatric inpatient hospital services (Paragraph 2.6) to eligible beneficiaries (Paragraph 2.2) in need of such services and assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, through delegates, or as otherwise provided in this Contract. Provider agrees to accept as payment in full for these psychiatric inpatient hospital services payment from the County and the State Department of Health Services as provided in Article 4 of this Contract. The County agrees to pay the Provider for such services rendered in accordance with the terms and under the express conditions of this Contract.
- (b) Provider shall, at its own expense, provide and maintain facilities and professional, allied and supportive paramedical personnel to provide all necessary and appropriate psychiatric inpatient hospital services.
- (c) Provider shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.
- (d) For the purpose of (a) of this Paragraph "any eligible beneficiary" means any individual who meets the criteria established in Paragraph 2.2 of this Contract without reference to residence, domicile or any other geographic factor.
- (e) For the purpose of (a) of this Paragraph "all psychiatric inpatient hospital services" means those services defined in Paragraph 2.6 of this Contract.

3.2 Licensure and Certification as Conditions Precedent to County's Payment Obligation

- (a) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.
- (b) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- (c) Provider agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in (a) of this Paragraph, and certified under the Federal Social Security Act as provided in (b) of this Paragraph shall be express conditions precedent to maturing the County's payment obligations under Paragraph 3.1(a) and Article 4 of this Contract.

3.3 Utilization Controls: Compliance by Provider as Condition Precedent to Maturing County's Payment Obligation

As express conditions precedent to maturing the County's payment obligation under the terms of this Contract the Provider shall adhere to the County's Quality Management Plan including

utilization controls, DMH Letters Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

Provider will abide by the authorization procedures as designated by County in rendering services to Members/patients. Tracking numbers will be accepted as if they were authorization numbers. County shall not rescind or modify an authorization or tracking number after the Provider renders Covered Services in good faith and pursuant to the authorization or tracking numbers. Provider follows Interqual guidelines in making its case management decisions and County shall not deny days/services that meet Interqual guidelines.

3.4 Appointment of Liaisons and Agency Status of Provider's Liaison

- (a) Provider shall designate in writing a person to act as liaison to the Department. Such person shall coordinate all communications between the parties. The written designation of such person shall constitute the conferral of full agency powers to bind the Provider as principal in all dealings with the County/Department(s).
- (b) The County shall designate a liaison in conformity with the procedures and with such authority as specified in Paragraph 6.8 of this Contract. Communications to the County shall be submitted to its liaison at the following address: Refer to Page 15 Section 6.9 of this agreement.

3.5 Service Location

Psychiatric inpatient hospital services rendered pursuant to this Contract shall be rendered at the following facilities:

- (a) In the case of a Provider who has not delegated duties under this Contract, at the following facilities:

St. Helena Hospital	&	St. Helena Hospital Center for Behavioral Hth.
10 Woodland Road		525 Oregon Street
St. Helena, CA 94574		Vallejo, CA 94590

3.6 Quality of Care

As express conditions precedent to maturing the County payment obligation under the terms of this Contract whether performed directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall:

- (a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- (b) Take such action as required by Provider's Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.
- (c) Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.
- (d) Not discriminate against Medi-Cal or County Short-Doyle designated beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals.

3.7 Assumption of Risk by Provider

Whether rendered directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall bear total risk for the cost of all psychiatric inpatient hospital services rendered to each beneficiary covered by this Contract. As used in this Paragraph "risk" means that the Provider covenants to accept as payment in full for any and all psychiatric inpatient hospital services (Paragraph 2.6) payments made by the County pursuant to Article 4 of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the payment obligation of the County matured under the conditions set forth in this Contract.

3.8 Patient Rights, Grievance and Appeals & Advance Directives

The Provider, or any delegate performing the covenants of the Provider pursuant to the terms of this Contract, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by beneficiaries with regard to substandard conditions may be investigated by the County's Patients Rights Advocate, County, State Department of Mental Health or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

The Provider shall make all beneficiaries aware of the avenues of grievance and appeal available through the County in accordance with Title 9 California Code of Regulations, Sections 1850.205 1850.305. The Provider may direct beneficiaries who are receiving services from the Provider to the County to file grievances and appeals. The Provider shall post the grievance and appeal language in a publicly visible area. Specific procedures for fulfilling these requirements are outlined in the County's Provider Handbook. The County shall not preclude the Provider from establishing it's own grievance and appeal s processes for beneficiaries receiving services from the Provider.

The Provider shall provide beneficiaries with written information pertaining to Advance Directives as provided for in Title 42 of the Code of Federal Regulations and California Probate Code, Sections 4600-4678, 4695-4698 and 4735-4736.

3.9 Provider Satisfaction Survey

The Provider agrees to complete and return to the County the Provider Satisfaction Survey as required in Title 9, Chapter 11, Section 1810.315, when such is provided by the County.

3.10 Provider Handbook

The Provider agrees to adhere to all procedures and regulations as described in the County's Provider Handbook.

ARTICLE 4 PAYMENT PROVISIONS

4.1 Rate Structure; Contingent Liability of County/State

- (a) Provided that there shall first have been a submission of claims in accordance with Paragraph 4.3 of this Contract, the Provider shall be paid at the following all-inclusive rate per patient day for acute psychiatric inpatient hospital services, based on the following accommodation codes (complete any of the following that apply and indicate the accommodation codes that are not applicable to this contract):

<u>Accommodation Code</u>	<u>Description</u>	<u>Rate(*)</u>	<u>Rate(**)</u>
<u>St. Helena Hospital Center for Behavioral Health-Child(*):</u>			
<u>St. Helena Hospital-Adult (**):</u>			
097	Adolescent, Psychiatric	\$1144/D	N/A
098	Administrative Day	\$554.66	\$554.66
114	Room & Board - Private, Psychiatric, excluding Phy	\$1144/D	\$1144/D
124	Room & Board - Semi-Private, 2 bed, Psych,excl.Phy	\$1144/D	\$1144/D
134	Room & Board - Semi-Private,3/4 bed, Psych,excl.Phy	\$1144/D	\$1144/D
154	Room & Board - Ward (Med or Gen) Psych,excl.Phy	N/A	N/A
204	Intensive Care, Psychiatric, excluding Phy	N/A	N/A
035	County Designated Short-Doyle Psychiatric		
	Clients - including physician services-----	\$1234/D	\$1234/D

NOTE: For non-County designated S-D clients, Provider will invoice the County on behalf of the physician at a daily rate of \$95 for Children (*) & \$90 for adults (**).

Contractor will bill CMSP for all services provided to clients eligible for CMSP. For clients referred by County, County will cover any days after CMSP benefit is exhausted where continued medical necessity for inpatient hospitalization is established at the rates above.

- 4.2 EMTALA – In the event of a medical emergency, either psychiatric or non-psychiatric, Provider shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). County agrees that all screenings and stabilizing services provided by a Provider in a medical emergency are services covered by County under this agreement.

4.3 Rate Inclusive of All Psychiatric Inpatient Hospital Services; Rate Does Not Include Physician, Transportation & Fair Hearing Services

- (a) The rate structure under Paragraph 4.1 of this Contract is intended by both the County and the Provider to be inclusive of all services defined in Paragraph 2.6 of this Contract as Psychiatric Inpatient Hospital Services except for Accommodation Code #035. The per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary. The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric services in Title 9, Chapter 11 and the per diem rate structure does not include non-hospital based physician or psychological services or one on one observation services. *CCR Title 9, Chapter 11, Section 1810.430 (d) (4) & (5).*
- (b) The rate structure under Paragraph 4.1 of this Contract shall not include physician services rendered to beneficiaries covered under this Contract, one on one

observation services, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician services or transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services. A physician fee is due for every day of care. Even if the care is administrative

- (c) The rate structure under Paragraph 4.1 of this Contract shall not include associated State mandated patient fair-hearing requirements charged to the Provider by Solano County on behalf of County clients. These pass-through charges shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.
- (4) The rate structure under Paragraph 4.1 of this Contract shall be automatically adjusted to the annual rate structure negotiated by Solano County Mental Health as the host County.

4.4 Billing Procedures as Express Conditions Precedent to the County's Payment Obligation

- (a) As an express condition precedent to maturing the County's payment obligation under Paragraph 4.1 of this Contract, the Provider shall determine that psychiatric inpatient hospital services rendered either directly or through the instrumentality of an authorized delegate are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or workers' compensation. To the extent that such coverage is available, the Department's payment obligation pursuant to paragraph 4.1 shall be reduced.
- (b) As a further express condition precedent to maturing the Department's payment obligation under Paragraph 4.1 of this Contract, the Provider shall submit claims to the fiscal intermediary for all services rendered either directly or through the instrumentality of an authorized delegate under the terms of this Contract, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.
- (c) A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies an psychiatric inpatient hospital bed at 12:00 midnight in the facilities of either the Provider or an authorized delegate. However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of a prior discharge.
- (4) The Provider may access the County's Problem Resolution Process in an effort to resolve any payment authorization or other issue, by following the procedure outlined in the County's Provider Handbook. When the issue concerns a payment authorization issue, the Provider may initiate the Department's Provider Appeal Process at any time before, during or after the Provider Problem Resolution Process has begun. Procedures are in accordance with *CCR, Title 9, Chapter 11, Sections 1850.305 (a), (b), (c) (1) and (c) (3)*.

4.5 Recovery of Overpayments to Provider, Liability for Interest

- (a) When an audit or review performed by the County, the Department, the Department of Mental Health, the State Controller's Office, or any other authorized agency discloses that the Provider has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, the Provider covenants that

any such overpayment or excess payments over liability may be recouped by the Department withholding the amount due from future payments, seeking recovery by payment from the Provider, or a combination of these two methods.

- (b) Overpayments determined as a result of audits of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Provider, or a combination of those two methods.
- (c) When recoupment or recovery is sought under (a) of this Paragraph the Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
 - (1) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
 - (2) The Provider's liability to the County for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4.6 Customary Charges Limitation

- (a) No provision in this Contract withstanding, the Department's total liability to the Provider shall not exceed the Provider's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 4.3.
- (b) As used in (a) of this Paragraph "customary charges" is defined in conformity with 42 USC Section 1395(f) and the regulations promulgated pursuant thereto.

ARTICLE 5
RECORDS AND AUDIT PROVISIONS

5.1 Onsite Reviews

- (a) Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:
 - (1) Level and quality of care, and the necessity and appropriateness of the services provided.
 - (2) Internal procedures for assuring efficiency, economy and quality of care.
 - (3) Compliance with County Client Grievances Procedures
 - (4) Financial records when determined necessary to protect public funds.
- (b) The Provider shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.
- (c) Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

5.2 Records to be Kept; Audit or Review: Availability; Period of Retention

The Provider covenants that:

- (a) It shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.
- (b) The above information shall be maintained in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.
- (c) The Provider shall also maintain medical records required by Sections 70747 - 70751 of the California Code of Regulations, and other records related to a beneficiary's eligibility for services, the service rendered, the beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitute "records" for the purposes of this Paragraph.
- (d) The facility or office, or such part thereof as may be engaged in the performance of this Contract, and the information specified in this Paragraph shall be subject at all reasonable times upon reasonable notice to inspection, audits and reproduction by any duly authorized agents of the County, Department of Health Services, Department of Mental Health, the Federal Department of Health and Human Services

and Comptroller General of the United States. The Federal Department of Health and Human Services and Comptroller General of the United States are intended third party beneficiaries of this covenant.

- (e) Preserve and make available its records relating to payments made under this Contract for a period of four years from the close of the Provider's fiscal year, or for such longer period, required by subparagraphs (A) and (B) below.
 - (1) If this Contract is terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of the last payment made under the Contract.
 - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the related records shall be retained until completion and resolution of all issues arising there from or until the end of the four year period whichever is later.

5.3 Liability of Delegates for Examination of Accounts, Audit and Records

The County shall have such rights as are accorded to it as an intended third party beneficiary of a covenant made in a contract of delegation.

ARTICLE 6
GENERAL PROVISIONS

6.1 Integration Clause

The County and Provider declare that this instrument, including Appendix A, contains a total integration of all rights and obligations of all parties. There are no extrinsic conditions or collateral agreements or undertakings of any kind. In regarding this instrument as the full and final expression of their Contract it is the express intention of both the County and the Provider that any and all prior or contemporaneous agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter and period of time governed by this instrument which are not expressly set forth herein are to have no force, effect, or legal consequence of any kind.

6.2 Performance Obligations; Effective Date and Term of this Contract; Waiver of Provider's Right to Administrative Hearing

Performance obligations assumed under this Contract shall commence on the 1st day of July 1, 2016, and shall apply to all psychiatric inpatient hospital admissions on or after this date. This Contract shall continue until June 30, 2017 subject to the provisions of Paragraph 6.14 and the rights of termination reserved under Paragraphs 6.15, 6.16 and 6.17. However, the terms of this Contract shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. The Provider waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Contract.

6.3 Headings

The headings of articles and paragraphs contained in this Contract are for reference purposes only and shall not affect in any way its meaning or interpretation.

6.4 Governing Authorities

- (a) This Contract shall be governed and construed in accordance with:
 - (1) Part 2.5, Division 5 of the Welfare and Institutions Code and regulations adopted pursuant thereto, and all other applicable state laws and regulations according to their content on the effective date stipulated in Paragraph 6.2; and
 - (2) Titles 42 and 45 (Part 74) of the Code of Federal Regulations and all other applicable federal laws and regulations according to their content on and after the effective date stipulated in Paragraph 6.2, except those provisions or applications of those provisions waived by the Secretary of the Department of Health and Human Services.
- (b) Any provision of this Contract in conflict with the laws or regulations stipulated in (a) of this Paragraph is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statute or regulation necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties as provided in Paragraph 6.11.

6.5 Conformance with Federal Regulations

The Provider stipulates that this Contract, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it will conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services.

6.6 Application for Termination in the Face of a Declaration or Finding of Partial Invalidity

In the event any provision of this Contract is declared null and void by any court of law, either party may apply to that court for permission to immediately rescind the remainder of the Contract. In ruling upon this request the court shall consider the impact upon the affected Medi-Cal population as well as the relative degree of hardship which would be imposed upon either or both of the parties if the request is denied.

6.7 Restriction on Provider's Freedom to Assign Benefits Only under this Contract or to Engage in Organic Change

The County and Provider hereby declare their mutual recognition that the subject matter of this Contract is personal, being founded upon the County's confidence in the reputation, type and location of facilities, and other personal attributes of the Provider. For this reason:

- (a) Unless given prior written approval by the County, any attempt by the Provider to make an assignment of the right to receive the contingent payment obligations of the County under this Contract shall operate as an express condition subsequent to those obligations discharging the County from what may otherwise have been a matured obligation of performance.
- (b) If the Provider desires to make an assignment of rights only under this Contract it shall submit a written application for approval to the County. Such an application shall identify the proposed assignee and include a detailed explanation of the reason and basis for the proposed assignment. If the County is satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of the Provider it shall be approved in writing. The effective date of the assignment shall be the date upon which the County issues written approval.
- (c) Unless given prior written approval by the County any attempt by the Provider to participate as a constituent entity in any merger, consolidation or sale of assets other than in the regular course of business shall operate as an express condition subsequently discharging the County from what may otherwise have been a matured obligation of performance under this Contract.
- (d) If the Provider desires to participate as a constituent entity in any merger, consolidation or sale of assets other than in the regular course of business it shall submit a written application for approval to the County. The County shall act upon such requests within 30 days of the receipt of such requests.
 - (1) If approval is sought for participation in a merger or consolidation the application shall identify all proposed constituent entities and disclose the rights and preferences of all classes of stock in the resulting or surviving entity. In addition, the application shall inform the County of the licensure and certification status of the proposed resulting or surviving entity (Paragraph 3.2), and such other information as the County may require.

- (2) If application is sought for approval of a sale of assets other than in the regular course of business it shall identify the purchaser; inform the County of licensure and certification status of the purchaser (Paragraph 3.2); and, such other information as the County may require.
- (e) If the County is satisfied that the proposed merger, consolidation or sale of assets other than in the regular course of business is consistent with the continued satisfactory performance of the Provider's obligations under this Contract it shall be approved in writing. The effective date of the merger, consolidation or sale of assets other than in the regular course of business shall be no earlier than the date upon which the County issues written approval.

6.8 Contracting Officer - Delegation of Authority

The County will administer this Contract through a single administrator, the Contracting Officer. Until such time as the County gives the Provider written notice of successor appointment, the person designated above shall make all determinations and take all actions necessary to administer this Contract, subject to the limitations of California laws and state administrative regulations. No person other than the Contracting Officer shall have the power to bind the County relative to the rights and duties of the Contractor and the County under this Contract, nor shall any other person be considered to have the delegated authority of the Contracting Officer or to be acting on his behalf unless the Contracting Officer has expressly stated in writing that person is acting as his authorized agent.

6.9 Notice

Any notice required to be given pursuant to the terms and provisions of the Contract shall be in writing and shall be sent by certified mail, return receipt requested. Notice to the County shall be sent to the following address:

Behavioral Health Director
San Benito County Behavioral Health
1131 San Felipe Rd.
Hollister, CA 95023

Notice to the Provider shall be sent to the Chief Financial Officer at the following address:

St. Helena Hospital
10 Woodland Road
St. Helena, CA 94574

6.10 Status as Independent Contractors

The County and Provider hereby acknowledge that they are independent contractors to one another and neither is an officer, agent, or employee of the other for any purpose.

6.11 Informal Amendments Ineffective; Toleration of Deviation from Terms of Contract Not to be Construed as Waiver

- (a) It is the express intention of both the County and Provider that the terms of this totally integrated writing shall comprise their entire Contract and are not subject to rescission, modification or waiver except as defined in a subsequent written instrument executed in the same manner and with the same authority. In furtherance of this agreement the County and Provider mutually covenant and request of any

reviewing tribunal that any claim of rescission, modification, or waiver predicated upon any evidence other than a subsequent written instrument executed in the same manner and with the same authority as this writing be regarded as void.

- (b) The informal toleration by either party of defective performance of any independent covenant in this Contract shall not be construed as a waiver of either the right to performance or the express conditions, which have been created in this Contract.

6.12 Beneficiary Eligibility

This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event the California State Legislature or Congress of the United States enacts a statute, which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, this new definition shall apply to the terms of this Contract.

6.13 Indemnification

The Provider and County each agree to indemnify, defend and save harmless the other party and the other party's officers, agents and employees, from and against any and all claims and losses whatsoever arising out of, in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction of that party's officers, agents and employees.

6.14 Limitation of County/State Liability

No provision of this Contract withstanding, the liability of the County and State shall not exceed the amount of funds appropriated in the support of this Contract by the California Legislature.

6.15 Termination Without Cause

The Provider, Contractor or State may terminate this Contract without cause in accordance with this Paragraph. Termination without cause shall be effective by giving written notice of the termination to the other party at least 60 days prior to the effective date of the termination and stating the effective date of the termination.

6.16 Termination for Default

- (a) The County may terminate this Contract for default upon thirty (30) days written notice to the Provider, except in cases where the County determines that the health and welfare of Medi-Cal and County designated Short-Doyle beneficiaries is jeopardized by continuation of the Contract, in which case the Contract may be immediately terminated. Notification shall state the effective date of and grounds for termination.
- (b) The County may terminate this agreement upon thirty (30) days written notice to the Provider in the event that: (1) The Secretary of the Department of Health and Human Services determines that the Provider does not meet the requirements for participation in the Medicaid program, Title XIX of the Social Security Act; (2) The Provider has violated the conflict of interest provisions contained in Paragraph 6.17 of this Contract; or, (3) The County or State determines that the Provider is abusing

or defrauding the Medi-Cal program or its beneficiaries.

6.17 Conflict of Interest

This Contract shall be terminated immediately if it is determined that a county officer or county employee responsible for development, negotiation, contract management, or supervision of this Contract has a financial interest in the Contract as that term is defined in Section 87103 of the Government Code and the regulations adopted pursuant thereto.

6.18 Confidentiality of Information

- (a) No provision of this Contract withstanding, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto. For the purpose of this Contract, all information, records, and data elements pertaining to beneficiaries shall be protected by the Provider from unauthorized disclosure.
- (b) With respect to any identifiable information concerning beneficiaries under this Contract that is obtained by the Provider or its delegates, the Provider:
 - (1) Shall not use any such information for any purpose other than carrying out the express terms of this Contract;
 - (2) Shall promptly transmit to the County all requests for disclosure of such information;
 - (3) Shall only disclose in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto; and,
 - (4) Shall, at the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Provider by the County for this purpose.

6.19 Additional Provisions

() There are no additional provisions to this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Appendix "A" and Attachment "C"- (x). Appendix "A" and Attachment "C" are made a part of this contract.

6.20 Renegotiation Language

Either the Provider or County may request renegotiation of the rate or services provided under the terms of this Contract upon written notice. The parties shall renegotiate in good faith. However, it is understood by both parties that good faith negotiations may not necessarily result in agreement upon Contract changes.

EXECUTION

This Contract shall be deemed duly executed and binding upon execution by both Parties below.

Executed on Aug 4, 2016, at

St. Helena, CA.

St. Helena Hospital

By: Edward McDonald Signature

Edward McDonald, CFO, Vice President of Finance
Name and Title

Executed on _____, at

_____, California.

COUNTY OF SAN BENITO

By: _____ Signature
Chair, San Benito County Board of Supervisors

APPROVED AS TO LEGAL FORM:

By: [Signature]
San Benito County Counsel

APPENDIX A

1.0 Fair Employment Practices

- (a) In the performance of this Contract, the Provider shall not unlawfully discriminate in their hiring practices against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, mental condition, or marital status. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, age, national origin, mental condition, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Fair Employment Practices section.
- (b) The Provider shall permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the State, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
- (c) Remedies for Unlawful Employment Practice:
 - (1) The County may determine an unlawful practice under the Fair Employment Practices section of this Contract to have occurred upon final judgment having that effect from a court in an action to which Provider was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Provider has violated the provisions of the Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final.
 - (2) For unlawful practices under this Fair Employment Practices section, the County shall have the right to terminate this Contract after a determination pursuant to (c)(1) of this section has been made.
- (d) Provider agrees to comply with Title 2, Division 3, Part 2.8 (Government Code Sections 12900 et seq.), any amendments thereto, and any regulation adopted pursuant to that part.

2.0 Nondiscrimination in Services, Benefits and Facilities

- (a) The provider shall not discriminate in the provision of services because of race, color, religion, national origin, age or mental or physical handicap as provided by state and federal law.
- (b) For the purpose of this Contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a beneficiary any service or benefit which is different, or is provided in a different manner or at a different time from that provided other beneficiaries under this Contract; subjecting a beneficiary to segregation or separate treatment in any matter related to his receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit;

treating a beneficiary any differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on the basis of the race, color, religion, national origin, age or mental or physical handicap of the beneficiaries to be served.

- (c) The Provider shall take affirmative action to ensure that services to intended beneficiaries are provided without regard to race, color, religion, national origin, sex, age or mental or physical handicap.

3.0 Clean Air and Water

(This paragraph 3.0 applicable only if the Contract exceeds \$100,000 or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8[c][1]) or the Federal Water Pollution Control Act (33 USC 1319[c]) and is listed by the EPA, or the contract is not otherwise exempt.)

- (a) The Provider agrees as follows:

- (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857, et seq., as amended by Public Law, 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq., as amended by Public Law, 92-500), respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract.
- (2) No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed.
- (4) To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.

- (b) The terms used in this Paragraph have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub.L., 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub.L., 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under section 110(d) of the Clean Air Act (42 USC 1857c-5[d]), an approved implementation procedure or plan under section 111(c) or section 111(d), or an

approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7[d]).

- (4) The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 USC 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Provider or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.

4.0 Utilization of Small Business Concerns

- (a) It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- (b) The Provider shall accomplish the maximum amount of delegation to and purchased of goods or services from small business concerns that the contractor finds to be consistent with the efficient performance of this Contract.

5.0 Utilization of Minority Business Enterprises

- (a) It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.

- (b) The Provider agrees to use its best efforts to carry out this policy in its delegations and purchases of goods and services to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the terms "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of public owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Non-minority women-owned firms may be included when business is 50 percent owned and operated by a woman and the co-owner is not her husband, or 51 percent (or greater when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Providers may rely on written representations from businesses regarding their status as minority business enterprises in lieu of an independent investigation.

6.0 Provisions of Bilingual Services

- (a) When the community potentially served by the Provider consists of non-English or limited-English speaking persons, the Provider shall take all steps necessary to develop and maintain an appropriate capability for communicating in any necessary second language, including, but not limited to the employment of, or contracting for, in public contact positions of persons qualified in the necessary second languages in a number sufficient to ensure full and effective communication between the non-English and limited-English speaking applicants for, and beneficiaries of, the facility's services and the facility's employees.

Provider may comply with this paragraph 6.0 by providing sufficient qualified translators to provide translation in any necessary second language for any patient, caller or applicant for service, within ten minutes of need for translation. Provider shall maintain immediate translation capability in the emergency room when five percent of the emergency room patients or applicants for emergency room services are non-English or limited-English speaking persons.

Provider shall provide immediate translation to non-English or limited-English speaking patients whose condition is such that failure to immediately translate would risk serious impairment. Provider shall post notices in prominent places in the facility of the availability of translation in the necessary second languages.

- (b) As used in this Paragraph:
- (1) "Non-English or limited-English speaking persons" refers to persons whose primary language is a language other than English;
 - (2) "Necessary second language" refers to a language, other than English, which is the primary language of at least five percent (5%) of either the community potentially served by the contracting facility or the facility's patient population;
 - (3) "Community potentially served by the contracting facility" refers to the geographic area from which the facility derives eighty percent (80%) of its patient population.
 - (4) "Qualified translator" is a person fluent in English and in the necessary second language, familiar with medical terminology, and who can accurately speak, read, write and readily interpret in the necessary second language.

7.0 Health Insurance Portability and Accountability Act (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.