



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
00096-17
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7714
SUBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:
St. Helena Hospital and St. Helena Hospital Center for Behavioral Health

CONTRACTOR'S NAME

2. The Term of this Contract is:
October 1, 2016 to June 30, 2018

3. The maximum amount of this Contract is:
\$620,136

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2016.

CONTRACTOR	COUNTY OF SOLANO
St. Helena Hospital and St. Helena Hospital Center for Behavioral Health	
CONTRACTOR'S NAME	Birgitta E. Corsello County Administrator TITLE
<u>Edward McDonald</u> SIGNATURE	10/13/16 DATED
275 Beck Avenue, MS 5-200 ADDRESS	
Edward McDonald PRINTED NAME AND TITLE	VP, Finances
10 Woodland Road ADDRESS	
St. Helena CITY	CA STATE
94574 ZIP CODE	94533 ZIP CODE
	Approved as to Content: <u>Gerald R. Huber</u> Gerald R. Huber, Director Health & Social Services Department
	Approved as to Form: <u>Bundes</u> COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. Contract Description:

Contractor will provide acute psychiatric inpatient treatment for Solano County patients who have no insurance or other financial means to cover their inpatient cost and are referred by Solano County Mental Health (County). These services will be provided at one of two psychiatric facilities owned and operated by the Contractor:

St. Helena Hospital and St. Helena Hospital Center for Behavioral Health.

This Contract also authorizes St. Helena Hospital Center for Behavioral Health to provide Welfare and Institutions Code (W&IC) sections 5150 evaluations and 5250 and 5270 certifications. As a part of this designation, St. Helena Hospital Center for Behavioral Health will participate in a County-provided 5150 training in which certification and proof of this training will be monitored by the County and evidenced by employee ID badges.

II. Work Activities:

Provide Inpatient Mental Health Services – Clinical and medical services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary including the following:

1. Semi-private room accommodations including bed, board, and related services
2. Twenty-four (24) hour nursing care
3. Physical and mental examination for assessment and diagnosis
4. Crisis intervention services
5. Administration and supervision of the clinical use of psychotropic medications
6. Individual and group psychotherapy
7. Art, recreational and vocational therapy
8. Psychological testing and consultation directly related to evaluation and diagnosis
9. Clinical laboratory services
10. Social services
11. Services of psychiatrist and/or psychologist under contract by hospital
12. Administer Tuberculosis test when requested by the county when needed for transition to another facility unless medical records show that a test was administered within the last year.

III. Participate in County discharge planning and concurrent Utilization Review processes:

1. Communicate with the designated Solano County Mental Health staff on a routine basis as requested by County staff to determine an appropriate treatment/discharge plan. Each

plan shall include a potential time line for discharge and a treatment/discharge plan and identify the required outpatient services and housing that will ensure stabilization in the community.

2. Transfer requests for patients will be worked on collaboratively to identify a suitable placement as soon as possible.
3. Provide County staff with a written copy of the treatment/discharge plan and any subsequent changes and revisions of that plan.

IV. W&IC Sections 5150, 5250 and 5270 Designation:

1. County designates St. Helena Hospital Center for Behavioral Health in Vallejo, California as a facility for 72-hour treatment and evaluation and for intensive treatment pursuant to W&IC sections 5150 5250 and 5270 subject to all the terms and conditions related to this designation.
2. Contractor will send all Contractor W&IC section 5150 applications to the County's identified Crisis Manager within 7 days of admission.
3. Contractor will submit monthly summary reports of such activities no later than the 10th day of the following month.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary services described in Exhibit A, County agrees to compensate Contractor the daily bed rate specified in Exhibit B-1 multiplied by the actual bed utilization payable in accordance with the California Department of Mental Health Cost Report procedures up to the maximum amount specified in Section 3 of this Contract and the following:

1. COMPENSATION

- A. County shall compensate Contractor based on:
- (1) the actual number of patients authorized by the County and served by Contractor,
 - (2) the actual number of service units Contractor provides each patient, and
 - (3) The interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference.
- B. Contractor shall make every reasonable effort to obtain all available Medi-Cal and Medicare benefits and any other third party or private reimbursement for which patients served hereunder may be eligible to receive for provision of mental health treatment services, including and not limited to charges to insurance carriers shall be on the basis of Contractor's usual and customary charges. Obtaining verification of patient eligibility for coverage under the Medicare or other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such certification procedures. All revenues received from third-party payer shall be considered as payment in full. Any claims billable to third-party payer that are denied due to Contractor's inability to submit claims in a timely and complete manner are the responsibility of the Contractor and not billable to the County. When appropriate, Contractor shall collect from the patient its share of cost for services provided pursuant to this contract. Contractor's failure to obtain third party benefits to patients within 90 days of date of service shall be deemed to have no insurance or other financial means to cover their inpatient costs and are payable by this contract.

2. SUBMISSION OF INVOICES

Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than one hundred twenty (120) days after the last day of the month in which those services were provided.

3. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld

until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report. County will not withhold funds if it untimely provides patient data and Contractor submits an otherwise acceptable cost report.

- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an audited financial statement to the County in a format acceptable to California Department of Mental Health within thirty (30) days of request.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

EXHIBIT B-1
CONTRACT RATES AND DETAIL

- A. Rates will be adjusted every fiscal year to match Host County negotiated rates. Compensation shall be as follows:

St. Helena Hospital

- (a) Per Diem Acute Facility Psychiatric Day Rate MediCal - \$1,144
- (b) Plus Daily Doctor Cost (MediCal, Admin Days) * - \$90
- (c) Per Diem Short Doyle Rate/ Indigent - \$1,057
- (d) Administrative Day Rate - \$554.66

Professional Fees are due every day patient is seen including discharge day and administrative days.

St. Helena Hospital Center for Behavioral Health

- (e) Per Diem Acute Facility Psychiatric Day Rate MediCal - \$1,144
- (f) Plus Daily Doctor Cost (MediCal, Admin Days) * - \$95
- (g) Per Diem Short Doyle Rate/ Indigent - \$1,057
- (h) Administrative Day Rate - \$554.66

Professional Fees are due every day patient is seen including discharge day and administrative days.

- B. Rates effective for services certified by County mental health as administrative day rate when patients no longer meet medical necessity criteria for acute psychiatric day rate. Medical necessity is determined through County utilization review.
- C. County is responsible for transportation of patients to and from the Contractor's location.
- D. The parties agree to meet and confer if, in the opinion of Contractor, the proposed patient admission will require utilization of Contractor's resources, or those purchased by Contractor specifically to provide services to patient, to the extent that Contractor's daily charges for the patient will exceed the All Inclusive Per Diem rate recited above (not to include Electroconvulsive Therapy (E.C.T.) by 220%. In this circumstance, Contractor agrees to contact County immediately. County may determine not to approve the expenditures and to remove patient, or make separate arrangements for ancillary services, in which case no additional payment by County shall be required. If County determines to approve or continue the placement of the specific patient with Contractor, County and Contractor agree that County shall compensate Contractor at the rate of seventy percent (70%) of the actual per diem charges incurred. In the event of continuation of Contractor services, County shall inform Contractor of the proper procedure for submission of claims for the charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance or maintain a program of self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) N.A. Contractor is self-insured

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this

Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not unlawfully discriminate against its employees, which includes, but is not limited to, 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.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services

under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information

obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency

that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days from the beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$77,517.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibit D-2 and Exhibit D-3.

4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

5. PATIENT RIGHTS

A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to patients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.

B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:

(1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;

(2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

6. CULTURAL COMPETENCE

A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements." Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference. County and Contractor compliance with cultural competence requirements is defined in Welfare and Institutions Code section 14684 (h) as "Each mental health plan shall provide for culturally competent and age-appropriate service, to the extent feasible. The plan shall assess the cultural competence needs of the program. The plan shall include, as part of the quality assurance program required by Section 4070, a process to accommodate the significant needs with reasonable time lines."

B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and

implementation of specific Solano County Cultural Competence Plan provisions including:

- (1) Development and assurance of compliance with administrative and human resource policy and procedural requirements;
- (2) Participate in agency cultural competence self-assessment, the protocol of which will be provided by County of Solano Mental Health Services;
- (3) Culturally sensitive service provision including assurance of language access through availability of bi-lingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participate in county and agency sponsored training programs to improve the quality of services to the diverse population in Solano County; participate in county of Solano Mental Health Services quality management program to assess the access, appropriateness and outcomes of services delivered by Contractor.

7. QUALITY IMPROVEMENT

A. Contractor shall meet and maintain all requirements for certification as a Medi-Cal Provider Site, as outlined in the Solano County Mental Health Division Medi-Cal Certification Tool, which is incorporated into this Contract by this reference, including but not limited to:

- (1) Participation in additional certification review as necessary following changes in ownership, site location, organizational and/or corporate structure, programs and/or services provided.
- (2) Written notification from the designated Head of Service to the Deputy Director of the Department of Health and Social Services, Mental Health Division, or designee, of any changes more than 60 days in advance of such changes occurring.
- (3) Participation in additional certification review as necessary following significant staff changes such as a change in the person designated as Head of Service.

B. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

- (1) Patient whose Coordinated Service Unit Initial Opening Date is less than 12 months:
 - a. Initial Assessment;
 - b. Initial Patient Services Plan (with patient signature);
 - c. Patient Services Plan Addendum (if Contractor was not authorized on the original Patient Service Plan);
 - d. A progress note for each billable service activity; and
 - e. Service Authorization form.
- (2) Patient whose Coordinated Service Unit Initial Opening Date is more than 12 months, in addition to the above, shall also have:
 - a. Patient Assessment Update completed within the last 12 months;
 - b. Patient Services Plan (with patient signature), completed within the last 12 months;
 - c. A progress note for each billable service activity; and
 - d. Service Authorization form.

C. Contractor will enter services by the 10th of the month following the month of service. In the event services are not entered on time, Contractor will notify County so that access to the system for late entries can be granted. Any services not included on the monthly invoice and vendor claim must be included on the next month's invoice.

D. Contractor will maintain a County-approved written Quality Improvement Plan, which meets the County and State Department of Mental Health guidelines for such a program. The plan shall include mechanisms by which the Contractor will evaluate the appropriateness of patient admission, treatment and length of stay based on the medical necessity and specified behavioral criteria for the program. The plan will also include procedures addressing the quality of clinical records, internal medical record review policies, and for those agencies authorized to provide medication services,

medication monitoring policies.

(1) Contractor shall maintain on file, at its facility, documentation of minutes and the implementation of the Quality Improvement Plan in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Such records and minutes shall be made available to County Quality Improvement Unit staff during each chart review and at other times upon request.

E. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding patients receiving services, and other data relating to all matters covered by this Agreement.

8. PROBLEM RESOLUTION PROCESS – Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures

A. The Contractor shall develop, have and maintain an acceptable problem resolution process that meets requirements of California Code of Regulations title 9, § 1850.205 through § 1850.209 for service related issues for all Medi-Cal specialty mental health services.

B. This requirement may be met if the Contractor adopts and implements the established Solano County Health and Social Services Department's Mental Health Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures, which is incorporated into this Contract by reference.

9. SPECIAL INCIDENT REPORTING

Contractor shall provide written notification to County of any critical incidents and outcomes that may have occurred at their facility, County owned facility, or to the staff or patients under the Contractor's jurisdiction. Contractor shall verbally notify the County within 4 hours and prepare a Health and Social Services Department "Incident Report" form (48-18) and a Solano County Mental Health Serious Incident Report, both attached as Exhibit D-4, in accordance with Solano County Health and Social Services, Mental Health Policy and Procedures within 24 hours of the incident. Contractor shall make all records relevant to the incident available to County in order for County to properly investigate the incident as required by the State Department of Mental Health.

10. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.

11. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding patients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the patient's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

12. OUTCOME MEASURES

A. Contractor shall be responsible for initial certification and annually recertification of all licensed, registered, and waived clinical staff who provide direct services, along with their direct clinical supervisors, by a CANS/ANSA official trainer who is designated by John Lyons and the Praed Foundation.

B. Contractor shall provide an electronic spreadsheet of all employees who require CANS/ANSA training to the Quality Improvement Unit semi-annually, including the date each staff was most recently trained and the expiration date of their CANS/ANSA certification.

13. SERVICE VERIFICATION

A. Contractor will have a method to verify that services billed to Medi-Cal were actually provided to beneficiaries.

B. Contractor will submit verification to the Mental Health Plan for review on a quarterly basis.

C. The Quality Improvement Unit will approve and monitor contractor's method of service verification and make recommendations as necessary.

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

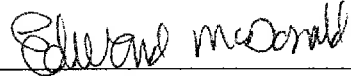
St. Helena Hospital and St. Helena Hospital Center for Behavioral Health

The contractor or grant recipient named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a.) The dangers of drug abuse in the workplace;
 - (b.) The person's or organization's policy of maintaining a drug-free workplace;
 - (c.) Any available counseling, rehabilitation and employee assistance programs; and
 - (d.) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a.) Will receive a copy of the company's drug-free policy statement; and
 - (b.) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.


Contractor Signature

10/13/16
Date

VP, Finance
Title

941279779
Federal Tax I.D. Number

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non medical practitioner, or employee of a child protective agency who has knowledge of; or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

A full copy of Penal Code section 11166 has been provided to me.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

Name: Edallard McDonald

Title: VP, Finance

Date: 10/13/16

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: Edward McDonald

Signature: Edward McDonald

Title: VP, Finance

Date: 10/13/16

IMMEDIATELY FORWARD A COPY OF THIS REPORT TO THE SPECIAL INVESTIGATIONS BUREAU
Use the reverse side of this form for any additional comments/remarks
48-1-8 (rev. 02/2001)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Serious Incident Report

Solano County Mental Health

Please complete this report in its entirety. This report can be
completed electronically, but do not email this report.

Name:	Date of Birth:	Sex: M F
Address:	Phone #:	
	Diagnosis:	
Open Case: Yes No	If yes, Medical Record #:	
Closest Relative, Conservator, or Guardian's Name:	Address and Phone #:	

Clinic/Program Name:	Incident Location:	Date & Time of Incident:
Description of Incident (Include important facts – who, what, when, where, etc. If necessary use an additional sheet(s):		
Action(s) Taken:		
Publicity of Incident (attach news clippings if available):		
Name/Title of Reporting Staff:	Date and Time Submitted:	

Supervisor/Manager Comments & Action(s) Taken:

Reviewed by Supervisor (Signature/Date):	Review by Manager (Signature/Date):

EXHIBIT D-5
NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

St. Helena Hospital and St. Helena Hospital Center for Behavioral Health

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department
(Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano. The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Official's Name/Title: Edward McDonald VP, Finance

Signature: Edward McDonald

Date: 10/13/16 County: Napa