

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: JUN 0 6 2001  
JUN 1 9 2001

TO: Honorable Board of Supervisors  
FROM: Gale Bataille, Director, Mental Health Services  
SUBJECT: Agreement with Mt. Diablo Medical Pavilion.



RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Mt. Diablo Medical Pavilion.

Background

In March 1995, your Board approved the acceptance of state and federal funds to implement the San Mateo County Mental Health Managed Care Plan (MHP). As part of this plan, the Mental Health Services Division offered contracts to all the major hospitals within the Bay Area that serve San Mateo County Medi-Cal clients. In October 2000, your Board approved contracts with Mills-Peninsula Hospitals, St. Mary's Hospital and Medical Center, and Sequoia Hospital and Medical Center on a "pool" basis. The total maximum amount for these hospitals is set at \$1,300,000. There are no separate contract maximums for individual hospitals.

Discussion

Mt. Diablo Medical Pavilion has approached the MHP and has requested to be added to the list of approved hospitals to provide psychiatric inpatient hospital services to children and adolescents. Site certification has been completed and the hospital has agreed to accept the specified rates for Medi-Cal and indigent clients. Rates are all-inclusive except for professional fees for doctors, which are paid separately. The average daily rate for children and adolescents is \$520.

Performance measures will be the same as for the other participating hospitals. The term "youth" as used in the following chart refers to children and adolescents.

Performance Measure	Hospital	2000-01 Objective
Percent of recidivism (defined as clients who need to be re-admitted within 30 days of a completed episode of care)	Mills-Peninsula	
	• Adult	10%
	• Youth	10%
	St. Mary's	
	• Adult	10%
	• Youth	10%
	Sequoia	
	• Adult	10%
	Mt. Diablo	
	• Youth	10%

Term and Fiscal Impact

The agreement is effective March 5, 2001 through June 30, 2001, and carries a 60-day termination clause for both parties. The agreement has been reviewed and approved by County Counsel, and Risk Management has approved the insurance coverage.

The execution of this agreement has been delayed due to the complexity of contract negotiations and its process, including the procurement of required insurance coverage verification from the contractor to the County and contract language clarification for the contractor by the County.

This contract is a fee-for-service negotiated rate contract. The total "pool" amount is \$1,300,000 and includes Mills-Peninsula Hospitals, St. Mary's Hospital and Medical Center, Sequoia Hospital and Medical Center, and Mt. Diablo. Only actual days authorized by San Mateo County Mental Health Services will be paid. The addition of Mt. Diablo Medical Pavilion to the "pool" will not increase the maximum of \$1,300,000. All of the costs for the Medi-Cal contracts are included in the state and federal funds for managed care implementation. The funding for these agreements has been included in the 2000-01 Mental Health Services' budget. There is no net county cost.

RECOMMENDED

  
HEALTH SERVICES AGENCY

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH  
MT. DIABLO MEDICAL PAVILION

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Mt. Diablo Medical Pavilion shall provide psychiatric inpatient hospital services; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President, of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AGREEMENT WITH MOUNT DIABLO MEDICAL PAVILION  
FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
MOUNT DIABLO MEDICAL PAVILION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide acute psychiatric inpatient services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) collectively with all other acute care psychiatric hospitals

and free-standing psychiatric hospitals which have contracted with County to provide psychiatric care for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents,

employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000
- 2) Motor Vehicle Liability Insurance ..... \$0
- 3) Professional Liability ..... \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be pri-

mary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.



8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

C. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 10532).

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not

limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Notices

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County  
Mental Health Services Division  
225 37th Avenue  
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

Elizabeth A. Stallings, COO  
Mt. Diablo Medical Pavilion  
2740 Grant St.  
Concord, CA 94520

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 5, 2001 through June 30, 2001. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

Parties recognize that Contractor has performed services from March 5, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

MT. DIABLO MEDICAL PAVILION

By: \_\_\_\_\_  
President Michael D. Nevin,  
Board of Supervisors, County of San Mateo

By: Estalluz

Date: \_\_\_\_\_

Date: 3/30/01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the  
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Julie ANDERSON - Director HUMAN RESOURCES  
Name of 504 Person - Type or Print

Mt. Diablo Medical Pavilion  
Name of Contractor(s) - Type or Print

2740 Grant St.  
Street Address or PO Box

Concord  
City

CA      94520  
State      Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

3/30/01  
Date

*J. Anderson*  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## SCHEDULE A

### MT. DIABLO MEDICAL PAVILION

MARCH 5, 2001 THROUGH JUNE 30, 2001

1. Program Services

In full consideration of the payments herein provided for, Contractor shall provide the psychiatric inpatient hospital services in a manner consistent with the terms and provisions of the Agreement, and consistent with the San Mateo County Mental Health Plan Inpatient Manual (hereinafter "MHP Inpatient Manual") which is incorporated by reference herein.

2. Authorization

County is responsible for authorization for payment of medically necessary, acute psychiatric inpatient hospital services, including hospital-based ancillary services, and associated administrative days for Medi-Cal beneficiaries. Payment for administrative days will not include ancillary services. Contractor shall communicate with Psychiatric Emergency Services and submit Treatment Authorization Requests (TARs) and other substantive documentation in accordance with the MHP Inpatient Manual. With the exception of the first twenty-four (24) hours of an emergency admission, all inpatient services require prior authorization from County.

3. Quality Management and Utilization Review

Contractor shall comply with policies established in the MHP Inpatient Manual, including utilization controls, Department of Mental Health Letters and Notices, and relevant state and federal codes and regulations governing inpatient practice in California.

Contractor shall comply with existing federal regulations for utilization review pursuant to Title 42, Code of Federal Regulations, Subpart D. These shall include certification of need for care, evaluation and medical review, plans of care and utilization review plan. Contractor shall establish a Utilization Review Committee with the function to determine that admissions and length of stay are appropriate to that level of care and to identify problems with quality of care. Composition of the committee shall meet minimum federal requirements.

Contractor shall provide a brief statement, hereafter identified as Contractor's Quality Management Plan, to the Mental Health Plan which describes how Contractor will conduct Utilization Review, clinical Peer Review, and Medication Monitoring for services provided to Mental Health Plan beneficiaries.

4. Records

Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

5. Assurances

Contractor shall adhere to Title XIX of the Social Security Act (42 U.S.C) and conform to all applicable federal and state statutes and regulations.

No provision of a contract shall be construed to replace or conflict with the duties of County clients' rights advocates designated in Welfare and Institutions Code Section 5500.

Individual physicians and other mental health professionals will render professional services to eligible voluntary or involuntary clients on the same basis as they care for other clients in Contractor's facility and will not discriminate against these clients in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

Attending psychiatrists and psychologists shall be members of the medical staff of Contractor, be subject to the rules and regulations of said staff and shall also be active contractors with County. Duration and limitation of services will be under the control of the attending psychiatrist or psychologist but will at all times meet broadly accepted community standards of quality of care and be subject to Contractor utilization review decisions.

6. Outcome Objectives

- a. For completed episodes, there will be no more than ten percent (10%) recidivism of clients within thirty (30) days following discharge.

Contractor will make best efforts to meet such goals, but failure to meet any or all of these goals does not constitute a breach, material, or otherwise of the Agreement. County's payment obligation is in no way contingent on meeting any of the stated goals.

7. Definitions

The following definitions apply to this Agreement:

- a. **Administrative Days:** Those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the

lack of residential placement options at appropriate, non-acute treatment facilities, 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 at least five (5) appropriate facilities within a reasonable geographic area at least once each five (5) working days until a beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief, dated description of status and the signature of the person making the contacts. The MHP may waive the requirements of five (5) contacts per week if there are fewer than five (5) appropriate, non-acute, residential treatment facilities available as placement options for the beneficiary. In no case shall there be less than one (1) contact per week. 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.

- b. **Medi-Cal Beneficiary:** Any person certified as eligible for Medi-Cal in San Mateo County according to Section 51001, Title 22, Code of California Regulations.
- c. **Psychiatric Inpatient Hospital Services:** 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. Services provided in a free-standing hospital may only be reimbursed for a person age twenty (20) or younger and sixty-five (65) or older.

SCHEDULE B

MT. DIABLO MEDICAL PAVILION

MARCH 5, 2001 THROUGH JUNE 30, 2001

PAYMENTS

- A. The following negotiated rates in accordance with State Department of Mental Health Letter No. 84-10 shall apply:
- |   |          |
|---|----------|
| 1. Psychiatric Inpatient Day, Adolescents and Children<br>(Hospital Inpatient Uniform Billing<br>Codes 204, 114, 124, 134, 999, or 154) | \$520.00 |
| 2. Psychiatric Inpatient Day, Indigent<br>(All-inclusive of physician fees)   | \$600.00 |
| 3. Administrative Day (Hospital Inpatient<br>Uniform Billing Code 098)  | \$276.69 |
- B. The rate set forth in Section A.1. is inclusive of all psychiatric inpatient hospital services including routine services and hospital-based ancillary services, but does not include physician or psychologist services rendered to beneficiaries under this Agreement, or transportation services. The rate set forth in Section A.2. above is inclusive of all psychiatric inpatient hospital services including routine services and physician or psychologist services rendered to beneficiaries under this Agreement, but does not include transportation services. The rate set forth in Section A.3. above is based on the rate established by the Department of Mental Health Services and is inclusive of all psychiatric routine services and hospital-based ancillary services, but does not include psychiatrist or psychologist services rendered to beneficiaries under this Agreement, or transportation services.
- C. The services provided must be authorized in the prescribed manner by the San Mateo County Health Services staff. County indigents who present at Contractor's facility without being authorized in the prescribed manner are expressly excluded from the terms of this Agreement.
- D. Contractor shall bill its customary charges and submit claims to County for all psychiatric inpatient services rendered in accordance with existing Medi-Cal billing requirements as evidenced in Title 22, MHP Inpatient Manual and MHP Bulletins.
- E. County may refer County indigent clients to Contractor, and in this event all terms of this Agreement pertain except that the client is not required to be a Medi-Cal beneficiary.



- F. Contractor shall bill any third party payor financially responsible for a client's health care services. County shall only bear financial responsibility for the negotiated rates set forth in Section A of this Schedule less third-party payments, and to the extent that County inadvertently makes payments to Contractor above this level, County shall be entitled to recoup such reimbursement.
- G. It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the policies and procedures specified in the MHP Inpatient Manual. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in Section 5.B. of this Agreement.
- H. It is understood that any payments received from County or third party insurers for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to the client for reimbursement for the units of service provided under this Agreement, except as provided for under Medi-Cal Share of Cost regulations.
- I. Contractor shall submit an annual cost report reflecting actual costs incurred in the provision of services under this Agreement in accordance with the format required by County within ninety (90) days from the end of Contractor's fiscal year and within ninety (90) days of the date of termination of the Agreement, if requested by County.
- J. County and/or its appropriate audit agency or any other authorized state or federal agency shall have the right to inspect all records to evaluate the cost, quality, appropriateness, and timeliness of services. When an audit discloses that Contractor has been overpaid under this Agreement, any such overpayment or excess payments over liability may be recouped by the state and/or County by withholding the amount due from future payments or by cash payment by Contractor. Contractor has the right to appeal audit findings 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.
- K. 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 a psychiatric inpatient hospital bed at 12:00 midnight in the facilities of Contractor. 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 twenty-four (24) hours of a prior discharge.
- L. County will perform eligibility and financial determinations, in accordance with State Department of Mental Health Uniform Method of Determining Ability to Pay, for all clients.
- M. County will not process Contractor's claim for reimbursement until County receives TAR with notification of client discharge.

## SCHEDULE C

Contract between County of San Mateo and Mt. Diablo Medical Pavilion, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

SAN MATEO COUNTY  
MEMORANDUM

DATE: 5/2/01  
TO: Priscilla Harris Morse  
FROM: Barbara DeBord (Name) FAX 2841 PONY  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Mt. Diablo Medical Pavilion

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:  
Psychiatric medical care of clients

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$5m	✓	_____	_____
Motor Vehicle Liability	_____	_____	✓	_____
Professional Liability	\$5m	✓	_____	_____
Workers' Compensation	Statutory	✓	_____	_____

REMARKS/COMMENTS:

*Priscilla Morse*  
Risk Management Signature Date

SUBMIT TO RISK MANAGEMENT

PONY EPS-163 -OR- FAX 363-4864



**Farmers Insurance Group of Companies  
Healthcare Professional Liability**

**CERTIFICATE OF INSURANCE**

<b>Issued by:</b> <input checked="" type="checkbox"/> Truck Insurance Exchange, Los Angeles, CA <input type="checkbox"/> Mid Century Insurance Company, Los Angeles, CA <input type="checkbox"/> Farmers Insurance Company of Washington, Los Angeles, CA <input type="checkbox"/> Texas Farmers Insurance Company, Los Angeles, CA		<b>Producer &amp; Address (if applicable):</b>	
<b>Insured:</b> John Muir/Mt. Diablo Health System 1601 Ygnacio Valley Road Walnut Creek, CA 94598-3194		<b>Policy Number:</b> 00520-3215  <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	
<b>Insured Physician:</b>  Specialty: Effective Date: Retro Date:		<b>Type:</b> <input type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenen <input checked="" type="checkbox"/> An Additional Insured <input type="checkbox"/> An Additional Named Insured	
This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy referred to above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policy is subject to all the terms, exclusions, and conditions of such policy. Insured has Single Limit as indicated below.			
<b>Effective Date</b>		<b>Issue Date</b>	
9/1/2000 to 9/1/2001		8/28/2000	
Coverage Professional Liability, Commercial General Liability, Bodily Injury and Property Damage Liability		Limits of Liability \$ 5,000,000 per occurrence	
Annual Aggregate Limit of Liability per Policy Year Shall Not Exceed		\$ N/A	

**Description of Operations/Vehicles/Special Items/Remarks:**

**RE: Verification of Professional Healthcare Liability coverage, including General Liability insurance, in connection with Behavioral Medical Pavilion.**

Notice of cancellation of the coverage automatically terminates coverage. After cancellation this certificate becomes void and without effect. A breakdown of the limits will be provided upon demand. All evidence of coverage will endeavor a thirty (30) day cancellation notice to the Certificate Holder, with ten (10) day cancellation notice for Non-Payment.

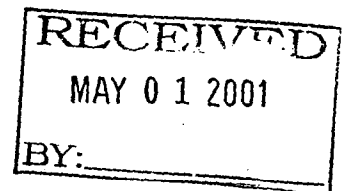
**Certificate Holder**                      **John Muir/Mt. Diablo Health System**  
 1601 Ygnacio Valley Road  
 Walnut Creek, CA 94598-3194

- I. LOCUM TENENS AND ADDITIONAL INSURED SHARE LIMITS OF LIABILITY WITH THE NAMED INSURED.
- II. SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED OR THE TERMS AND CONDITIONS OF THE POLICY BE CHANGED BEFORE THE EXPIRATION DATE THEREOF, FARMERS INSURANCE GROUP OF COMPANIES IS UNDER NO OBLIGATION OR LIABILITY OF ANY KIND TO NOTIFY THE CERTIFICATE HOLDER.
- III. PHOTOCOPIES OF THE CERTIFICATE OF INSURANCE ARE DEEMED AS VALID AS THE ORIGINAL.

*Don E. Hill*

Authorized Representative (if applicable)  
 Farmers Insurance Group of Companies  
 Healthcare Professional Liability  
 P.O. Box 4998  
 Los Angeles, CA 90051-4998  
 (803) 344-3611

JOHN MUIR  MT. DIABLO  
H E A L T H S Y S T E M



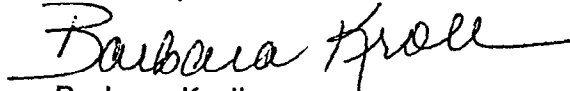
April 27, 2001

Barbara De Bord  
San Mateo County Mental Health Services  
225 37<sup>th</sup> Ave  
San Mateo, CA 94403

Dear Barbara;

As per our conversation, this letter is to inform you that the Mt Diablo Medical Pavillion, located at 2740 Grant Street. Concord, CA, 94520, is covered for Workers' Compensation Insurance under our self-insured program. TriStar Risk Management is our Worker's Compensation Third Party Administrator. Our Self Insured certificate number is 3-1799-05-195. If you have any questions, please do not hesitate to call.

Sincerely,



Barbara Kroll  
Director Employee Health & Health Management Services  
John Muir/Mt Diablo Health System  
925-947-4454