

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MILLS-
PENINSULA HOSPITALS**

THIS AGREEMENT, entered into this _____ day of _____, 2005,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
MILLS-PENINSULA HOSPITALS, hereinafter called "Contractor";

W I T N E S S E T H:

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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the inpatient mental health services hereinafter described for the Health Department, Mental Health Services Division.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Payments and rates
Attachment I—§504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed EIGHT HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED ELEVEN DOLLARS (\$882,411).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2005, through June 30, 2006.

This Agreement may be terminated by Contractor, the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. 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, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by contractor under this agreement without the prior written consent of County. Any such assignment or subcontract without the county's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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.

In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract (this paragraph needed only if services provided to members of the public).
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

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 to:

In the case of County, to:

County of San Mateo
Mental Health Services Division
225 37th Ave.
San Mateo, CA 94403

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

In the case of Contractor, to:

Mills-Peninsula Hospitals
Bob Hortop, Vice President of Strategic Development
Behavioral Health Administration, 3rd Floor
1783 El Camino Real
Burlingame, CA 94010

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

COUNTY OF SAN MATEO

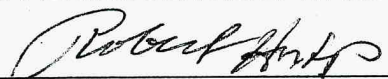
By: _____
Richard S. Gordon
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MILLS-PENINSULA HOSPITALS



Contractor's Signature

Date: B-22-05

Long Form Agreement/Non Business Associate

Exhibit "A"

MILLS-PENINSULA HOSPITALS: 2005-2006

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Description of Services

A. Program Services

In full consideration of the payments herein provided for, Contractor shall provide 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.

B. Authorization

1. Psychiatric Inpatient Hospital Services

County is responsible for authorization for payment of medically necessary, acute psychiatric inpatient hospital services and associated administrative days for Medi-Cal beneficiaries, and uninsured clients who are referred by San Mateo Medical Center (SMMC) Psychiatric Emergency Services (PES). Uninsured individuals who present directly to the hospital may be authorized for payment by County if they are already receiving services through the County. Contractor shall communicate with PES to determine if client is already open to County, and submit notifications and other documentation in accordance with the MHP Inpatient Manual. All inpatient services are retrospectively reviewed for medical necessity and payment by the County.

2. Transitional Services

County is responsible for authorization of payment for transitional services provided within Contractor's emergency room solely under the conditions described in Exhibit B and the Transitional Services Protocol, described in Exhibit A, Section F. Payment for transitional services will not include ancillary services. Contractor shall communicate with PES and submit notifications and other documentation as described in Exhibit B.

II. Administrative Services

A. 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.

B. Records

Paragraph 12 of the Agreement and paragraph N.3 of Exhibit B notwithstanding, 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 (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

C. Assurances

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 the 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.

D. Outcome Objectives

1. For completed episodes, there will be no more than ten percent (10%) recidivism of clients within thirty (30) days following discharge.
2. For completed episodes, Contractor will maintain or reduce the 2004-2005 combined average length of stay.

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.

E. Definitions

The following definitions apply to this Agreement:

1. Acute Psychiatric Inpatient Hospital Services: Those routine hospital services and hospital-based ancillary services provided by a hospital to eligible beneficiaries for whom the facilities, services and equipment are medically necessary for diagnosis or treatment of a mental disorder.
2. Administrative Days: Those services provided to a beneficiary who has been admitted to the hospital for acute psychiatric inpatient services, and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to a temporary lack of residential placement options at appropriate, non-acute treatment facilities.
3. Hospital-based Ancillary Services: Those services including but not limited to prescription drugs, laboratory services, x-ray, electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI), that are received by a beneficiary admitted to a hospital, other than routine hospital services.

4. 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 and as indicated by a number 41 County code in their Medi-Cal identification number.
5. Transitional Services: Services lasting less than twenty-four (24) hours to a client for a condition, which require more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment.

F. Transitional Services Protocol

1. All services claimed shall be provided in Contractor's Emergency Room.
2. For beneficiaries admitted into a psychiatric bed at Mills-Peninsula Hospital, no transitional services may be claimed.
3. For beneficiaries assessed at Contractor's Emergency Room and discharged for whatever reason without admission into an inpatient bed, no transitional services may be claimed.
4. Medical Necessity for Inpatient Hospitalization shall be assessed by Contractor's staff. When a client meets medical necessity criteria but is capable of transport (not an emergency admission):

San Mateo County Psychiatric Emergency Services (PES) shall be informed by a notification form within three (3) hours of beneficiary admission to Contractor's Emergency Service; PES determines where admission should occur.

- If at Mills-Peninsula (and Contractor agrees), client is admitted and no transitional services is claimed.
 - If at SMMC (or other hospital), Contractor's Emergency Services will be informed that client will be transported.
5. Contractor's Emergency Services documents time of agreement to transport by PES on notification form.
 6. Contractor's Emergency Services notes time of ambulance arrival on notification form and documents it in the medical chart.

7. In the situation where PES wishes to assess a client but requests a delayed transport, the same notification form verification process will occur.
 8. For clients to be transferred, claims will be paid for the elapsed time, from Contractor's call to PES, which results in an ambulance dispatch, to time of ambulance arrival at Contractor's Emergency Services, rounded to the nearest hour, except that claim for less than one (1) hour may round up to one (1) hour.
 9. Any claim for transitional services must be accompanied by a notification form indicating elapsed time.
 10. In the case of disagreements with allowed claims, MHP Quality Improvement staff will review notification form and chart notes in an effort to reconcile the discrepancy. Contractor may appeal the findings of this review to the Mental Health Services Director. Since these services are not claimed to Medi-Cal, no state appeal process may be applied.
- G. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Children and Youth Services Deputy Director/Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
- H. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement.
- I. Beneficiary Rights
- Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
- J. Physician Incentive Plans
- Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

- M. Contractors providing federally funded health services may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

Exhibit "B"

MILLS-PENINSULA HOSPITALS: 2005-06

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

PAYMENTS

- A. The following negotiated rates in accordance with State Department of Mental Health Letter No. 84-10 shall apply:

	<u>FY 2005-06 Rate</u>
1. Acute Psychiatric Inpatient Hospital Services – Adult. Medi-Cal (Hospital Inpatient Uniform Billing Codes 134, 204, 114, 124 or 154).	\$603.75
2. Acute Psychiatric Inpatient Hospital Services – Adolescent Medi-Cal (Hospital Inpatient Uniform Billing Code 097)	\$630.00
3. Acute Psychiatric Inpatient Hospital Services – Adult Uninsured. (Hospital Inpatient Uniform Billing Code 999)	\$633.42
4. Acute Psychiatric Inpatient Hospital Services – Adolescent Uninsured. (Hospital Inpatient Uniform Billing Code 888)	\$656.25
5. Administrative Day – Adult & Adolescent. (Hospital Inpatient Uniform Billing Code 169)	\$296.03
6. Transitional Services (Adult)	\$72.00/hour with a cap of \$603.75
7. Transitional Services (Adolescent)	\$72/hour with a cap of \$630.00
8. Electroconvulsive Therapy (ECT) Services – Uninsured. (Hospital Uniform Billing Code 901)	\$650.00 per procedure

9. In no event shall the County's total fiscal obligation under this Agreement, collectively with all other hospitals that have contracted with the County of San Mateo Health Department/Mental Health Services for the provision of psychiatric inpatient hospital services, exceed EIGHT HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED ELEVEN DOLLARS (\$882,411).
 10. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the type of services and activities provided under the Agreement.
- B. The rates set forth in Sections A1 and A2 of this Exhibit B are inclusive of all psychiatric inpatient hospital services including routine services and hospital-based ancillary services as defined in Exhibit A, but do not include physician or psychologist services rendered to beneficiaries under this Agreement, or transportation services. The rates set forth in A3 and A4 of this Exhibit B are inclusive of all psychiatric routine services, hospital-based ancillary services, and internists who complete the initial history and physical or provide subsequent medical consultation, but do not include psychiatrist or psychologist services rendered to beneficiaries under this Agreement, or transportation services. It is the responsibility of Contractor to notify internists that payment for their services will be the responsibility of Contractor. The rate set forth in Section A5 of this Exhibit B is based on the rate established by the Department of Mental Health Services as defined in Exhibit A, and is inclusive of all psychiatric routine services, hospital-based ancillary services, and internists who complete the initial history and physical or provide subsequent medical consultation, but does not include psychiatrist or psychologist services rendered to beneficiaries under this Agreement, or transportation services. The rates set forth in A6 and A7 of this Exhibit B are consistent with the descriptions in Exhibit A. The rate set forth in A8 of the Exhibit B does not include beneficiary's anesthesiologist or anesthesiologist services, psychiatrist services rendered to beneficiaries 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 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 Exhibit 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 9 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. 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.
- J. An inpatient 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.
- K. 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.

- L. County will not process Contractor's claim for reimbursement until County receives notification of client discharge.
- M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- N. Claims Certification and Program Integrity. Contractor shall comply with the following requirements in the provision of mental health services.
 - 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
 - 2. Contractor certifies the following to the County, in writing under penalty of perjury, for each claim submitted to the County for reimbursement for each beneficiary with services included in the claim:
 - (a) An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - (b) The beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
 - (c) The services included in the claim were actually provided to the beneficiary.
 - (d) Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - (e) A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - (f) For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - (g) Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

3. Except as provided in Exhibit A, Paragraph B, relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records, which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, or the County.

O. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

P. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Services Agency.

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.

Ron Kemper, Director of Business Development

Name of 504 Person - Type or Print

Mills-Peninsula Health Services

Name of Contractor(s) - Type or Print

1783 El Camino Real

Street Address or PO Box

Burlingame

City

CA

State

94010

Zip Code

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

8/16/05

Date



Director of Business Development

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."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mills-Peninsula Health Services
Contact Person: Ron Kemper, Director of Business Development
Address: 1783 El Camino Real
Burlingame, CA 94010
Phone Number: 650-696-5902 Fax Number: 650-696-5901

II Employees

Does the Contractor have any employees? X Yes ___ No

Does the Contractor provide benefits to spouses of employees? X Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

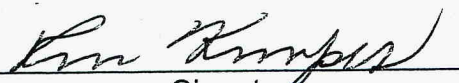
III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 16 day of August, 2005 at Burlingame, CA
(City) (State)


Signature

Ron Kemper
Name (Please Print)

Director of Business Development
Title

CONTRACT INSURANCE APPROVAL

DATE: November 9, 2005
TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
FROM: John Klyver
PHONE: 573-2641 FAX: 2841 PONY: MLH 322

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

CONTRACTOR NAME: Mills-Peninsula Hospitals

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: +15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Inpatient psychiatric hospital services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 mil	☒	☐	☐
Motor Vehicle Liability	1 mil	☒	☐	☐
Professional Liability	1 mil	☒	☐	☐
Workers' Compensation	Statutory	☒	☐	☐

REMARKS/COMMENTS:

Janine Kellen 11/10/05
Risk Management Signature Date

1/1 John - I'm sure MPH has a correct
Ins Cert... ALSO I didn't get a routing slip.
Janine

SUTTER INSURANCE SERVICES CORPORATION

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:

Sutter Health Risk Services Department (916) 286-6520

CERTIFICATE OF COVERAGE

Certificate Number 05-1-0961

Issue Date: 1/1/2005

NAME OF INSURED

Mills-Peninsula Health Services

1783 El Camino Real

Burlingame, CA 94010

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the certificate period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF COVERAGE

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT

Primary: SIS 2005-1

\$5,000,000/Claim

Non-Aggregate Limit

Retroactive Date: 4/1/94 (MPHS)

Certificate Effective Date: 01/01/05

Certificate Expiration Date: 01/01/06

REASON FOR INTEREST

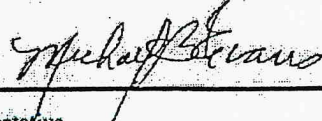
Evidence of coverage. This generic certificate provides evidence of insurance coverage for the Named Insured. This certificate does not support any agreements for indemnification or hold harmless on behalf of any party not specifically indicated as Certificate Holder. This certificate is not a guarantee, or warranty on behalf of the Named Insured.

CERTIFICATE HOLDER

Mills-Peninsula Health Services
1783 El Camino Real
Burlingame, CA 94010

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.


Authorized Representative

MARSH		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER SEA-000839155-03													
PRODUCER MARSH RISK & INSURANCE SERVICES P. O. BOX 193880 SAN FRANCISCO, CA 94119-3880 CALIFORNIA LICENSE NO. 0437153		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.															
INSURED Mills-Peninsula Health Services 1783 El Camino Real Burlingame, CA 94010		COMPANIES AFFORDING COVERAGE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; font-size: 0.7em;">COMPANY</td> <td style="font-size: 0.7em;">A</td> <td style="font-size: 0.7em;">UNITED STATES FIRE INSURANCE COMPANY</td> </tr> <tr> <td style="font-size: 0.7em;">COMPANY</td> <td style="font-size: 0.7em;">B</td> <td style="font-size: 0.7em;">N/A</td> </tr> <tr> <td style="font-size: 0.7em;">COMPANY</td> <td style="font-size: 0.7em;">C</td> <td style="font-size: 0.7em;">N/A</td> </tr> <tr> <td style="font-size: 0.7em;">COMPANY</td> <td style="font-size: 0.7em;">D</td> <td></td> </tr> </table>				COMPANY	A	UNITED STATES FIRE INSURANCE COMPANY	COMPANY	B	N/A	COMPANY	C	N/A	COMPANY	D	
COMPANY	A	UNITED STATES FIRE INSURANCE COMPANY															
COMPANY	B	N/A															
COMPANY	C	N/A															
COMPANY	D																
COVERSAGES: This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$												
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ PHYSICAL DAMAGE (ACV) ☒ 2,000 DED. COMP/COLL	1337205537	07/31/05	07/31/06	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$												
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$												
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE ☐ INCL ☐ EXCL				WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$												
	OTHER																
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Evidence of coverage.																	
CERTIFICATE HOLDER Mills-Peninsula Health Services 1783 El Camino Real Burlingame, CA 94010			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE OWNER OF THIS CERTIFICATE. MARSH USA INC. BY: Ellen Redell Brown <i>Edell</i> MMT(3/02) VALID AS OF: 07/25/05														

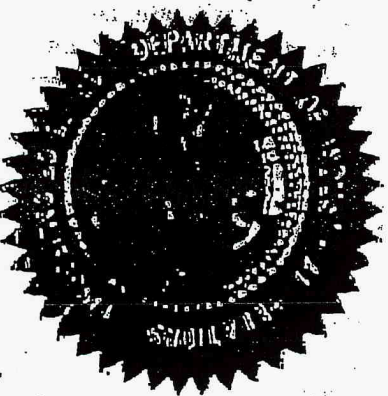
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 1993-K

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That MILLS-PENINSULA HEALTH SERVICES (a California corporation)
Subsidiary of Sutter Health
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.



EFFECTIVE

THE 1st DAY OF February A.D. 2000

MARK B. ASHCRAFT
DIRECTOR

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Stephen J. Smith
STEPHEN J. SMITH
DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 6, California Administrative Code, Group 2—Administration of Self-Insurance.

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