

**AGREEMENT FOR SERVICES #101-S1411**  
**Adult Inpatient Mental Health Services**

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**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and St. Helena Hospital, which is a part of Adventist Health, a faith-based, not-for-profit integrated health care delivery system qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 10 Woodland Road, St Helena, CA 94574 (hereinafter referred to as “Contractor”) and whose Agent for Service of Process is Arlene Taylor, 10 Woodland Road, St. Helena, CA 94574.

**RECITALS**

**WHEREAS**, County has a legal obligation to provide eligible County residents (adults and children) with access to designated mental health services, including acute psychiatric care, in accordance with Welfare and Institutions Code Sections 5600 et seq., 5775 et seq., 14000 et seq., and 17000 et seq., and pursuant to applicable laws and agreements with the State of California; and

**WHEREAS**, Contractor is willing to provide inpatient acute psychiatric services in accordance with this Agreement to persons for whom County has undertaken in order to provide designated mental health services, including Bronzan-McCorquodale (hereinafter referred to as Short-Doyle in accordance with Welfare and Institutions Code Section 5600 (b)) Uniform Method of Determining Ability to Pay (UMDAP) medically indigent individuals and Medi-Cal Specialty Mental Health Services patients (collectively “Clients”); and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

### Definitions:

- A. Acute Psychiatric Inpatient Hospital Services: Those routine hospital services and hospital-based ancillary services provided by a hospital to eligible clients for whom the facilities, services, and equipment are medically necessary for diagnosis or treatment of a mental disorder. (NOTE: Authority Title 9 California Code of Regulations (CCR) Sections 1810.201, 1810.238, 1810.350, and 1810.430(d)(5))
- B. Administrative Day Services: Those services provided to a client who has been admitted to the hospital for acute psychiatric inpatient services, when the client's stay at the hospital must be continued beyond the client's need for acute psychiatric inpatient hospital services due to a temporary lack of residential placement options at appropriate, non-acute treatment facilities that meet the needs of the client. (NOTE: Authority Title 9, CCR Sections 1810.202, 1810.238, and 1810.430(d)(5))
- C. Client: Shall mean both any person designated as a "Medi-Cal Beneficiary" and any "Short Doyle/Uninsured Client" as defined in this Agreement.
- D. County of Origin: For purposes of this Agreement, the county of origin is the County of El Dorado (the county of primary residence for the client).
- E. Hospital-based Ancillary Services: Those services received by a client admitted to a hospital, other than routine hospital services, including but not limited to prescription drugs, laboratory services, x-ray, electroconvulsive therapy (ECT), and magnetic resonance imaging (MRI). (NOTE: Authority Title 9, CCR Section 1810.220)
- F. Host County: The county, other than the County of El Dorado, where services are provided to eligible County clients. For purposes of this Agreement, the Host County is Solano County.
- G. Medi-Cal Beneficiary: Any person certified as eligible for Medi-Cal in the County of El Dorado according to Title 22 CCR, Section 50024 and Welfare and Institutions Code Section 14252, and as indicated by a number 09 County code in their Medi-Cal identification number.
- H. Mental Health Plan (MHP): The State of California authorizes counties to provide mental health services to the community via an Agreement with the State. Thereafter the County so designated is referred to as the MHP for that locality.
- I. Inpatient Psychiatric Support Services: Specialty mental health services provided to a Medi-Cal Beneficiary by a licensed psychiatrist with hospital admitting privileges while the beneficiary is in a hospital receiving psychiatric inpatient hospital services. Inpatient Psychiatric Support services do not include routine hospital services or hospital based ancillary services. (NOTE: Authority Title 9, CCR Section 1810.237.1)
- J. Psychiatric Inpatient Hospital Services: Shall mean both Acute Psychiatric Inpatient Hospital Services and Administrative Day Services provided in a hospital. (NOTE: Authority Title 9, CCR Section 1810.238)
- K. Short Doyle/Uninsured Client: Shall mean a client without Medi-Cal or other health insurance, or a Medi-Cal beneficiary between the ages of 22-64 for whom Contractor cannot receive Medi-Cal reimbursement due to the Federal Institution for Mental Disease (IMD) exclusion, but has been referred for treatment by County as documented by a completed and signed Short Doyle / Uninsured Client Referral attached hereto as Exhibit A and incorporated by reference herein.

## ARTICLE II

**Scope of Services:** Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

### A. Contractor Responsibilities:

#### 1. Program Services

- a. Contractor shall provide Acute Psychiatric Inpatient Hospital Services and Administrative Day Services at its facility in the County of Solano for clients of County, in a manner consistent with the terms and provisions of this Agreement, and the requirements established in the Article titled "Compensation for Services." (NOTE: Authority Title 9, CCR Sections 1810.430 (d), 1810.238, 1810.201, 1810.202 and 1810.350)
- b. Contractor shall provide Inpatient Psychiatric Support Services for the treatment of acute episodes of mental illness meeting the medical necessity criteria covered by the existing regulations, according to the requirements and standards as promulgated by this Agreement, to residents of the County of El Dorado who meet the criteria for mental health services pursuant to Welfare and Institutions Code Section 5600.3 in accordance with Contractor's license.
- c. Contractor shall provide notification of admission to County Utilization Review Unit within ten (10) calendar days of admission.
- d. To request payment, Contractor shall:
  - i. Medi-Cal Clients: Submit to County Utilization Review Unit a Treatment Authorization Request (TAR) or subsequent treatment authorization form, with supporting medical records, for each Medi-Cal Beneficiary within fourteen (14) days of discharge. Contractor may appeal a County disallowance as provided in Title 9, California Code of Regulations, Section 1850.315.
  - ii. Short-Doyle / Uninsured Clients: Submit to County, pursuant to the Article titled "Compensation for Services," an invoice with supporting medical records and a copy of the initial Short-Doyle / Uninsured Client Referral, for each Short-Doyle/Uninsured Client. County shall review the request and retroactively determine the authorized length of stay for each client based on medical necessity as documented in the medical records. Contractor may appeal a Short-Doyle/Uninsured Client disallowance in writing to the County. County's determination of Contractor's disallowance appeal will be final.

#### 2. Administrative Services - Assurances

- a. No provision of this contract shall be construed to replace or conflict with the duties of "County patients' rights advocate" designated in Welfare and Institutions Code Section 5500 et seq.
- b. Individual psychiatrists and other mental health professionals will render professional services to eligible voluntary or involuntary clients at the same level of services as they care for other clients in Contractor's facility and will not discriminate against these clients in any manner, including hours of operation, admission practices, placement in special wings or rooms, or provision of special or separate meals. (NOTE: Authority Title 9 CCR Sections 1810.430 (d)(1) and 1810.430 (d)(2))
- c. Attending psychiatrists shall be members of the medical staff of Contractor and shall be subject to the rules and regulations of said staff. Attending psychiatrists who are

subcontractors shall be subject to the rules and regulations of Contractor's medical staff. Duration and limitation of services will be under the control of the attending psychiatrist but will at all times meet broadly accepted community standards of quality of care and be subject to Contractor utilization review decisions.

**B. County Responsibilities**

1. Referral of Short Doyle/Uninsured Clients: County shall document all referrals of Short Doyle/Uninsured clients by completing and submitting to Contractor a Short-Doyle Referral attached hereto as Exhibit A. County will authorize payment for Short Doyle/Uninsured clients only if initially referred for admission by County. County shall review all inpatient services retrospectively for medical necessity and payment as defined in paragraph B herein.
2. County shall provide retroactive review of client medical records submitted by Contractor to determine authorization for payment:
  - a. Medi-Cal Beneficiaries: Upon receipt and review of the TAR and medical record, County Utilization Review shall approve or deny days requested. County Utilization Review shall then mail the completed TAR to the State's Fiscal Intermediary, Electronic Data Systems (EDS), or subsequent replacement Fiscal Intermediary, for payment of approved per diem rates. Utilization Review shall fax a copy of the same document to Contractor for Contractor's records.
    - i. Authorized Inpatient Psychiatric Support Services will be submitted to County on a separate invoice and shall be paid from County directly to Contractor.
  - b. Short-Doyle / Uninsured Clients: County Utilization Review will approve or deny request for payment based on review of invoice and attached medical records as submitted by Contractor. Short-Doyle / Uninsured Client invoices may reflect separate per diem rates and Inpatient Psychiatric Support Services rates, or may be incorporated into a single combined rate, based on the Contractor's Agreement with the Host County.
3. County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B, and incorporated by reference herein, each time a Client is absent from the Contractor's facility and requires that a bed be kept available for their return.

**ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and continue until terminated by one of the parties pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

**ARTICLE IV**

**Compensation for Services:**

- A. Rates: Reimbursement for services provided to both children and adults under this Agreement shall be at the rates established between the Contractor and the Host County for the duration of this Agreement. In the event that the Agreement between Contractor and Host County establishes only a rate for adults, or only a rate for children, all services provided under this Agreement shall be charged at the single rate established per service. Contractor shall provide a copy of the rates agreed to between Contractor and Host County, in accordance with Title 9, California Code of Regulations, Section 1751.

1. The appropriate per-diem rate shall be billed for each client 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 client is admitted and discharged during the same day provided such admission and discharge is not within twenty-four (24) hours of a prior discharge. In the event Client is discharged and then re-admitted within twenty-four (24) hours of discharge, the day of admission shall not be chargeable.
2. Hospital Inpatient Medi-Cal Rate:
  - a. The per diem rate is considered payment in full, subject to third party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary. (NOTE: Authority Title 9, CCR 1810.430 (d) (4)).
  - b. The per diem rate shall not be structured to provide incentives for Contractor to deny, limit, or discontinue medically necessary services to any beneficiary. (NOTE: Authority Title 9, CCR 1810.430 (e))
3. Hospital Inpatient Short Doyle/Uninsured Rate: County will authorize payment for clients not eligible for Medi-Cal reimbursement or other third party payer at this facility only if the County initially refers client for admission. The rate shall be billed at the same rate negotiated with the Host County. The rates identified as the Hospital Inpatient Short Doyle/Uninsured Rates, as negotiated between the Contractor and the host County, are inclusive of all inpatient hospital services including hospital based ancillary services and routine hospital services.
4. Hospital Administrative Day Services: The rates established by the California Department of Mental Health ( or Department of Health Care Services, as appropriate) as specified in Title 22 CCR, Section 51542(a)(3) for Fee-For-Service/Medi-Cal hospitals. All rates shall be as evidenced in a duly issued California Department of Mental Health or Department of Health Care Services, as appropriate, Information Notice and shall be effective upon the date specified in said Notice. Hospital Administrative Day rates reflect those services provided as described in Article titled "Definitions."
  - a. Administrative Day Medi-Cal Rate: The rate shall be no greater than the daily rate negotiated between the Contractor and the host County, and is inclusive of all inpatient hospital services including hospital based ancillary services and routine hospital services. Psychiatrist services rendered to clients under this Agreement are not included in the hospital administrative day rate, rather, are billed separately as the Inpatient Psychiatric Support Services.
  - b. Administrative Day Short Doyle/Uninsured Rate: Hospital Administrative Day Short Doyle/Uninsured Rate: The rates are intended to cover all inpatient hospital services including hospital based ancillary services and may include the Psychiatric Inpatient Professional Services Rates, only if services of a psychiatrist are provided.
5. Inpatient Psychiatric Support Services Rate: The rate shall be no greater than the rate negotiated between the Contractor and the Host County. These services shall be billed to County separately from the Acute Hospital Inpatient and Hospital Administrative Day Services rate(s) as specified in Welfare and Institutions Code Section 5781. It is the responsibility of Contractor to pay psychiatrists rendering services under this Agreement. Reimbursement by County to Contractor may then occur pursuant to the terms specified in Article titled "Compensation for Services," of this Agreement.

- B. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B). Bed holds shall be paid at the Host County rate(s) in effect at the time of Bed Hold Authorization. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.
- C. Other Fiscal Provisions: County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the County's Director of Health and Human Services Agency or Director's designee.

County Short Doyle/Uninsured clients who may present at Contractor's facility without being referred by County per paragraph 3 above and other applicable terms of this Agreement are expressly excluded from reimbursement by County. County may provide retroactive authorization when special circumstances exist, as determined by the County's Director of the Health and Human Services Agency or Director's designee, based on Contractor's written request.

County will perform eligibility and financial determinations, in accordance with State Department of Mental Health (or Department of Health Care Services, as appropriate) Uniform Method of Determining Ability to Pay, for all clients. (NOTE: Authority Welfare and Institutions Code Sections 5709 and 5710 and Title 9 CCR Section 524.)

- D. Client Billing: Contractor shall not submit a claim to, demand or otherwise collect reimbursement from the client or persons acting on behalf of the client 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 clients liable for debts as follows:
1. In the event that the County becomes insolvent;
  2. For costs of covered services for which the State does not pay the County;
  3. For costs of covered services for which the State or the County does not pay the Contractor;
  4. For costs of covered services provided under this or other contracts not authorized by County;
  5. For costs of covered services provided via referral or other arrangement not authorized by County; or
  6. For payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a client with an emergency psychiatric condition.

Contractor shall submit invoices directly to County for any Inpatient Psychiatric Support Services provided to Medi-Cal beneficiaries, which may include services rendered on the date of discharge.

Contractor shall bill any third party payer financially responsible for a client's health care services, and in such cases, County shall not bear any financial responsibility. To the extent that County inadvertently makes payments to Contractor when a responsible third party payer is determined to exist, County shall be entitled to recoup such reimbursement.

It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the terms and conditions of this Agreement. 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 the Article titled "Insurance" of this Agreement. County may provide retroactive authorization when special circumstances exist, as determined by the County's Director of the Health and Human Services Agency, or Director's designee.

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 County Utilization Review Coordinator, or if County deems services are not satisfactory.

Contractor shall submit monthly invoices no later than ninety (90) days following the end of a "service month" except in those instances where Contractor obtains written approval from County's Director of the Health and Human Services Agency or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services." Invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.

- E. Invoices/Remittances: Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

| <b>Mail invoices to:</b>  | <b>Mail remittance to:</b>  |
|---|---|
| Health & Human Services Agency –<br>3057 Briw Road<br>Placerville, CA 95667<br>Attn: Accounts Payable | St. Helena Hospital<br>P.O. Box 247<br>Rodeo, CA 94572<br>Attn: Accounts Receivable |

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered, except as set forth in paragraph C "Other Fiscal Provisions" and paragraph D "Client Billing" herein.

- F. Not to Exceed: the maximum compensation payable under this Agreement shall not exceed \$200,000 during any fiscal year, which shall be defined as the period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following calendar year.

## ARTICLE V

**Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

## ARTICLE VI

**Special Terms and Conditions:** By signing this Agreement, Contractor and any of Contractor's subcontractors providing services under this Agreement (pursuant to the Article titled "Assignment and Delegation") shall comply with these terms and conditions.

## ARTICLE VII

**Agreement to Comply with State's Terms and Conditions:** Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the California Department of Health Care Services for "Mental Health Plan" Available at [www.edcgov.us](http://www.edcgov.us), Mental Health Department, Mental Health Contractor Resources, "Mental Health Plan."<sup>1</sup>

Noncompliance with the aforementioned terms and conditions may result in termination of this Agreement by giving written notice as detailed in the Article titled, "Default, Termination, and Cancellation."

The terms and conditions include, but may not be limited to:

- Audit and Inspection Rights;
- Child Support Compliance Act, pursuant to Public Contract Code 7110;
- Claims Certification and Program Integrity, including Title 42 Code of Federal Regulations ("CFR") Part 439, §438.604 and §438.606 and, as effective August 13, 2003, §438.608 as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are incorporated herein by reference;
- Client Rights;
  - Welfare and Institutions Code 5325.
  - Title 9, California Code of Regulations (CCR) §§ 860 through 868.
  - Title 42, Code of Federal Regulations, § 438.100.
  - Pursuant to Title 42 CFR § 438.100 (a) and Title 42, CFR §§ 438.100 (b) (1) and (b) (2), Contractor shall have written policies and procedures relating to client's rights and responsibilities.
- Drug Free Workplace - Workplace Act of 1990 (Government Code § 8350 et seq.);
- Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated requirements pursuant to the provisions of Article 2.5, commencing with § 11164, Chapter 2, Title I, Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the Elder Abuse and Dependent Civil Protection Act, pursuant to Welfare and Institutions Code commencing with § 4900;
- Federal Law:

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<sup>1</sup> <http://www.edcgov.us/HHSAForContractors/>



- Title 42, United States Code;
  - Title 42, Code of Federal Regulations, to the extent that these requirements are applicable;
  - Title 42, CFR; Part 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (“PIHP”), if applicable;
  - Title 45, CFR, Parts 160 and 164, Subparts A and E, to the extent that these requirements are applicable;
  - Title VI of the Civil Rights Act of 1964;
  - Title IX of the Education Amendments of 1972;
  - Age Discrimination Act of 1975;
  - Rehabilitation Act of 1973;
  - Titles II and III of the Americans with Disabilities Act;
  - Deficit Reduction Act of 2005; and
  - Balanced Budget Act of 1997.
- State Law:
    - Division 5, Welfare and Institutions Code (W&I Code);
    - Part 2 (commencing with Section 5718), Chapter 3, W&I Code;
    - Part 2.5 (commencing with Section 5775), Chapter 4, Division 5, W&I Code;
    - Article 5 (Sections 14680 – 14685), Chapter 8.8, Division 9, W&I Code; and
  - Title 9, California Code of Regulations, Chapter 11 (commencing with Section 1810.100) – Medi-Cal Specialty Mental Health Services, if applicable.
  - Clean Air Act & Federal Water Pollution Control Act: The Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.);
  - Copeland Anti-Kickback Act: The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c);
  - Davis-Bacon Act: The Contractor shall comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
  - Federal Contractor Exclusions: Pursuant to Title 42, US Code § 1320a-7 and 1320c-5, and Welfare and Institutions Code § 14123.
  - Work Standards Safety Act - Work Hours and Safety Standards Act (40 U.S.C. 327-333), sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

## **ARTICLE VIII**

**Confidentiality and Information Security:** Contractor shall comply with applicable laws and regulations, including but not limited to §§ 14100.2 and 5328 et seq. of the Welfare and Institutions Code, § 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Contractor shall comply with terms and conditions in accordance with the Agreement between County and California Department of Health Care Services, including “Mental Health Plan, Exhibit F – HIPAA

Business Associate Addendum” available at [www.edcgov.us](http://www.edcgov.us), Mental Health Department, Mental Health Contractor Resources, “Mental Health Plan,”<sup>2</sup> and incorporated herein by reference.

## ARTICLE IX

### License and Certifications

- A. Inpatient Contracts and Subcontracts: If this Agreement is for inpatient services, the Contractor acknowledges that they must maintain necessary licensing and certification, and must include in all subcontracts for inpatient services that subcontractors maintain necessary licensing and certification.
- B. Permits and Licenses: The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful execution of the work.

Contractor shall keep informed of, observe, comply with, and cause all of its agents, subcontractors and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the County in writing.

Contractor shall submit a copy of any licensing report issued by a licensing agency to County within ten (10) business days of Contractor’s receipt of any such licensing report.

## ARTICLE X

**Quality Assurance and Utilization Review:** Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations, and guidelines operative during the term of this Agreement.

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 has provided a statement which describes how it will conduct Performance Improvement activities, in accordance with Exhibit C, “St. Helena Hospital Center for Behavioral Health Performance Improvement Plan,” incorporated herein and made by reference a part hereof. It is incumbent on Contractor to ensure that any revisions to said Plan shall be provided to County immediately upon approval and implementation.

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<sup>2</sup><http://www.edcgov.us/HHSAForContractors/>

## **ARTICLE XI**

**Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California law, including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation.

Records shall be maintained on all patients admitted or accepted for treatment in accordance with Title 22, CCR Section 71551.

## **ARTICLE XII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE XIV**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall include in any subcontract all the terms and conditions of the Article titled "Special Terms and Conditions" in this Agreement; shall require that all subcontractors comply with all terms and conditions of this Agreement; and shall require that all subcontractors comply with all pertinent Federal and State statutes and regulations.

## ARTICLE XV

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## ARTICLE XVI

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE XVII

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce said provisions.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement without cause in whole or in part upon thirty (30) calendar day's prior written notice to the other party. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract.
- E. Transfer of Care: Prior to the termination or expiration of this Agreement and upon request by the County or State of California, Contractor shall assist in the orderly transfer of beneficiaries' mental health care. In doing this, the Contractor shall make available to County or the State of California copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by County. Costs of reproduction shall be borne by the County. In no circumstances shall a beneficiary be billed for this service.
- F. Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

**ARTICLE XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

And to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

ST. HELENA HOSPITAL  
10 WOODLAND ROAD  
ST. HELENA, CA 94574  
ATTN: CHIEF FINANCIAL OFFICER

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor/Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XIX**

**Confidentiality and Information Security:** Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security

of individually identifiable health information (IIHI). Contractor shall comply with “Exhibit C, Confidentiality and Information Security Provisions,” of the “Mental Health Plan Terms and Conditions” Agreement between County and State, available at [www.edcgov.us](http://www.edcgov.us), Mental Health Department, Mental Health Contractor Resources, “Mental Health Plan.”<sup>3</sup>

## **ARTICLE XX**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County, its Officers, employees, and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XXI**

**Litigation:** The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## **ARTICLE XXII**

**Debarment and Suspension:** The Contractor shall comply with the provisions of Title 2, CFR, Section 180 as implemented by Title 2 CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

**Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any subcontractor utilized under the agreement:

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<sup>3</sup><http://www.edcgov.us/HHSAsForContractors/>

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or sub-recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub-recipient covered transactions.
- G. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- H. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.
- I. The Contractor shall comply with the provisions of Title 2, CFR, Section 180 as implemented by Title 2 CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

### **ARTICLE XXIII**

**Insurance:** Contractor shall provide proof of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California;
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.



- F. The insurance will be issued by an insurance company acceptable to County of El Dorado Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement, and may be maintained via a program of self-insurance. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on the additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with County of El Dorado Risk Management, as essential for the protection of the County.

#### **ARTICLE XXIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

#### **ARTICLE XXVII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXVIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law.

This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXIX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Cheree Haffner, Manager of Mental Health Programs, Health and Human Services Agency, Mental Health Division, or successor.

#### **ARTICLE XXXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXIV**

**Force Majeure:** Neither the County, the State of California, nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable

diligence to correct the cause of the delay, if correctable, to complete performance under this Agreement.

**ARTICLE XXXV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.


**ARTICLE XXXVI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

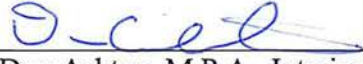
**ARTICLE XXXVII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 11/8/13  
Cheree Haffner, Manager of Mental Health Programs  
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: Nov. 12, 2013  
Don Ashton, M.P.A., Interim Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #101-S1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 1/28/14

By: *Norma Santrago*  
Norma Santrago, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: *Marcie MacFarland*  
Deputy Clerk

Dated: 1/28/14

-- CONTRACTOR --

ST. HELENA HOSPITAL

By: *Edward McDonald*  
Edward McDonald, Vice President of Finance  
"Contractor"

Dated: 12/2/13

By: *[Signature]*  
"Contractor"

Dated: 12/11/2013

kgf

**Exhibit A**

**EL DORADO COUNTY**  
**HEALTH AND HUMAN SERVICES AGENCY**

*Mental Health Division*

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**AUTHORIZATION STATEMENT**

Services rendered to the client identified below as requested herein have been authorized by the Health and Human Services Agency Mental Health Division in accordance with the conditions of Agreement for Services 477-S1311.

Date:        \_\_\_ / \_\_\_ / \_\_\_

Client:        \_\_\_\_\_ D.O.B: \_\_\_ / \_\_\_ / \_\_\_

Address:      \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

I attest to the fact that I am an employee of the County and as such am duly authorized to execute this document.

Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

**EXHIBIT B TO AGREEMENT 101-S1410**

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**BED HOLD AUTHORIZATION**

County of El Dorado Health And Human Services Agency, Mental Health Division:

Resident: \_\_\_\_\_

Reason for Absence from Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, authorized representative for County of El Dorado Health and Human Services Agency, Mental Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Representative

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Public Guardian / Payee:

Resident: \_\_\_\_\_

Reason for Absence from Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Public Guardian / Payee



- Facility:
  - St. Helena Hospital Napa Valley
  - St. Helena Hospital Clear Lake
  - St. Helena Hospital Center for Behavioral Health <
- System-wide Corporate Policy
 

|                   |                        |
|-------------------|------------------------|
| Policy No:        | APPM I. 6 (CSAPPP0106) |
| Page:             | 1 of 1                 |
| Department:       | Administration         |
| Category/Section: | General Operation      |
| Manual:           | Administration         |
- Standard Policy
- Model Policy:

**POLICY: PERFORMANCE IMPROVEMENT**

**POLICY SUMMARY/INTENT:** To ensure that the governing board, medical staff, and professional service staff demonstrate a consistent endeavor to deliver safe, effective, optimal patient care and services in an environment of minimal risk, through a collaboratively planned, systematic, organization-wide approach to designing, measuring, assessing, and improving organizational performance—and to educate personnel.

**DEFINITIONS:**

***Performance improvement*** is the term given to a process that has had several names in the past, including quality assurance, total quality management, and continuous quality improvement. PI describes the process that provides for the organization to meet or exceed expectations at a cost that represents value to the customer within the philosophy, parameters, and resources of the facility.

***Failure mode effects analysis (FMEA)***: a method for evaluating specific types of processes within the facility. Refer to PI resource specialist for FMEAs.

**AFFECTED DEPARTMENTS/SERVICES:** All Departments

**POLICY: COMPLIANCE – KEY ELEMENTS**

**A. POLICY**

The hospital is committed to ongoing performance improvement.

**B. ADDITIONAL INFORMATION**

Refer to the Performance Improvement Plan in the Administrative Manual  
Refer to P/Ps related to PHI, HIPAA, and Confidentiality

**C. SUMMARY**

The PI Plan is developed by the hospital-wide PI Committee and is based on the hospital's mission, vision, values, goals, strategic objectives, and plans. The PI Plan is reviewed and approved by the governing board. To review the PI Plan, contact the PI / Quality Department.

The PI activities involve the collection of data to monitor performance of processes that involve patient safety and / or risk. All hospital departments participate in interdisciplinary hospital-wide PI activities. In addition, departments singly or in collaboration may engage in specific PI activities. These activities include medical records review and audits / reviews as appropriate to the specific area or department.



**D. CONFIDENTIALITY**

The appropriate management of Protected Health Information (PHI) is of paramount importance. Individuals involved with PI activities (as well as Infection Control, Employee Occupational Health, Compliance Official, HIPAA Officer, Health Information Management personnel, and Risk Manager) manage PHI according to guidelines from the hospital, as well as the Corporate Office.

*NOTE: patient information referred to in medical staff PI or quality of care review activities (e.g., utilization review, medical audit, death review, tissue review, patient safety, infection control, risk management) is identified in committee minutes by patient file number only. No patient names are used.*

**E. RESPONSIBILITY**

PI is everyone's responsibility. Employees, volunteers, and staff are expected to participate in interdisciplinary activities, as requested, and in department-specific activities, as indicated. Personnel are to give their suggestions for PI activities to their Team Leader / Supervisor or to the PI Resource Specialist.

The PI staff member is responsible for coordinating the reporting of PI activities, and assists in preparing agendas and agenda items for the PI Committee.

The hospital PI Committee maintains oversight responsibility for the PI activities performed at the hospital and its off-site facilities.

**F. PI ACTIVITIES**

Activities for PI are reviewed and updated annually. Insofar as possible, interdisciplinary collaboration among departments is encouraged so that a hospital-wide effort is realized. In selecting PI activities to study / investigate, information sources that are considered include, but are not limited to:

1. Incident Notification forms
2. Sentinel alerts and sentinel events
3. Customer complaints
4. National / State Initiatives
5. Recommendations from hospital employees, volunteers, medical staff, and other personnel
6. Recommendations from Adventist Health Corporate
7. Guidelines provided from regulatory agencies (e.g., Title XXII, TJC, CMS, CDPH, OSHA)
8. Employee evaluations
9. Consultant comments
10. Medical record review

**G. PDSA MODEL**

The approach to PI, use of the PDSA model, is standardized throughout the entire organization. PDSA is an acronym for:

|   |       |  |
|---|-------|--|
| P | Plan  | Plan the improvement.<br>Plan the implementation.<br>Plan continued data collection.   |
| D | Do    | Do the improvement to the process.<br>Make the change.<br>Measure the impact.  |
| S | Study | Study the data.<br>Determine if change led to the improvement that was expected.   |
| A | Act   | Act to hold the gain and continue to improve the process.<br>Develop a strategy for maintaining the improvements.<br>Determine whether or not to continue working the process. |

**H. REPORTING**

Reports of PI activities are presented at the hospital-wide PI Committee. Summaries are forwarded to the Medical Executive Committee of the medical staff, as indicated, to administration, as appropriate, and to the Quality and Medical Staff Development Committee of the Governing Board at least quarterly.

Any employee or volunteer who has concerns about safety or quality of care provided in the hospital is encouraged to contact the hospital's Safety Officer, the Patient Safety Officer, or any administrator. It is their right to report these concerns to The Joint Commission (TJC), although the hospital requests the opportunity to resolve the concerns first. The Hospital takes no retaliatory or disciplinary action against employees or volunteers who report safety or quality of care concerns to administration or to TJC.

**REFERENCES:****AUTHOR:****APPROVED:** 08/99**EFFECTIVE DATE:** 08/99**DISTRIBUTION:** All Departments**REVIEWED:** Annually**REVISION:** 04/11, 08/12**ATTACHMENTS:**