

# ORIGINAL

## AMENDMENT NUMBER ONE

### BLUE CROSS OF CALIFORNIA COUNTY MEDICAL SERVICES PROGRAM (CMSP) PARTICIPATING FACILITY AGREEMENT

This Amendment to the Blue Cross of California CMSP Participating Facility Agreement is effective as of July 1, 2011, between Blue Cross of California and Affiliates ("BLUE CROSS") and El Dorado County Psychiatric Health Facility ("FACILITY").

#### RECITALS

- A. ANTHEM BLUE CROSS and FACILITY have previously entered into a Blue Cross of California CMSP Participating Facility Agreement ("Agreement") effective August 15, 2010, whereby FACILITY is designated as a Participating CMSP Psychiatric Health Facility.
- B. Pursuant to Section 13.9 of the Agreement, the parties desire to amend the Agreement to provide for the following changes to the Agreement:

#### THEREFORE, IT IS AGREED:

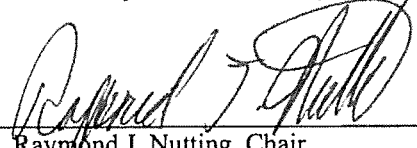
XI. TERM AND TERMINATION, Section 11.1 is hereby deleted in its entirety and replaced with the following:

11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one(1) and shall continue in effect until December 31,2011 ("Term") unless terminated as specified below.

Except as herein amended, all other terms of the Agreement shall remain in full force and effect.

For ANTHEM BLUE CROSS

For County of El Dorado Psychiatric Health Facility



Aldo de la Torre  
Vice-President  
Provider Contracting – CA  
Provider Engagement & Contracting

Raymond J. Nutting, Chair  
Board of Supervisors

Date 10/3/11

8/23/11  
Date

ATTEST: SUZANNE ALLEN de SANCHEZ,  
Clerk of the Board of Supervisors

By   
DEPUTY 8/23/11

**BLUE CROSS OF CALIFORNIA  
COUNTY MEDICAL SERVICES  
PROGRAM (CMSP)**

**PARTICIPATING FACILITY  
AGREEMENT**

**FOR**

**El Dorado County Psychiatric Health Facility**

**BLUE CROSS OF CALIFORNIA  
COUNTY MEDICAL SERVICES PROGRAM  
PARTICIPATING FACILITY AGREEMENT**

**TABLE OF CONTENTS**

I.	RECITALS.....	1
II.	DEFINITIONS.....	1
III.	RELATIONSHIP BETWEEN BLUE CROSS AND FACILITY .....	3
IV.	FACILITY SERVICES AND RESPONSIBILITIES .....	4
V.	BLUE CROSS SERVICES AND RESPONSIBILITIES.....	6
VI.	COMPENSATION AND BILLING.....	6
VII.	RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT .....	7
VIII.	LIABILITY, INDEMNITY AND INSURANCE.....	8
X.	MARKETING, ADVERTISING AND PUBLICITY.....	9
XI.	DISPUTE RESOLUTION.....	9
XII.	TERM AND TERMINATION .....	10
XIII.	UNFORESEEN CIRCUMSTANCES .....	10
XIV.	GENERAL PROVISIONS .....	10

**EXHIBITS**

A.	Addresses Where Facility Services are Provided .....	A-1
B.	Compensation Rates .....	B-1
C.	Copies of Licenses and Certificates .....	C-1
D.	Prior Authorization Process .....	D-1

**Blue Cross of California  
County Medical Services Program (CMSP)  
PARTICIPATING FACILITY AGREEMENT**

This AGREEMENT is effective on August 15, 2010 between BLUE CROSS OF CALIFORNIA and Affiliates (hereafter jointly and severally "BLUE CROSS") and El Dorado County Psychiatric Health Facility ("FACILITY").

I. RECITALS

- 1.1 BLUE CROSS is a California corporation licensed by the Director of the California Department of Managed Health Care.
- 1.2 FACILITY is a California corporation or governmental entity which owns and/or operates a Psychiatric Health Facility duly licensed by the California Department of Mental Health to provide inpatient-mental health services.
- 1.3 FACILITY is licensed as a Psychiatric Health Facility by the California Department of Mental Health and shall maintain the standards of the Department of Mental Health and any other licenses required by law, and may participate in the Medicare Program under Title XVIII of the Social Security Act, if Medicare Program certification has been achieved.
- 1.4 BLUE CROSS' Affiliate, Anthem BC Life & Health Insurance Company ("ANTHEM BC LIFE"), has entered into an agreement with County Medical Services Program Governing Board ("Governing Board") to act as a third party administrator to administer health care services, including without limitation, claims processing, provider contracting and utilization management, on a self-funded basis for indigent adults served by the County Medical Services Program ("CMSP") in certain California counties.
- 1.5 BLUE CROSS intends by entering into this Agreement to make available quality health care to persons under the County Medical Services Program that portion of the health care coverage under a Benefit Agreement related to inpatient Mental Health Services. by contracting with FACILITY. FACILITY intends to provide such quality health care in a cost-efficient manner.

II. DEFINITIONS

- 2.1 "Affiliate(s)" means a corporation or other organization owned or controlled, either directly or through parent or subsidiary corporations, by Blue Cross of California, or under common control with Blue Cross of California. ANTHEM BC LIFE is one such Affiliate of BLUE CROSS.
- 2.2 "Benefit Agreement(s)" refers to documents prepared by and distributed by the Governing Board that describe and explain the health care benefits regarding inpatient Mental Health Services that BLUE CROSS administers for Members. The Governing Board retains the unilateral right to modify the benefit structure of CMSP.

- 2.3 "Charges", "Costs", and "Days" means those applicable to BLUE CROSS business under this Agreement.
- 2.4 "County Medical Services Program" (CMSP) means the program governed by the County Medical Services Program Governing Board (Governing Board) to provide health care services to medically indigent adults.
- 2.5 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under the terms of the applicable Benefit Agreement or insurance policy, and applicable law and regulations, when more than one payor may have liability for payment for services received by Member.
- 2.6 "Covered Billed Charges" means the charges billed by a facility at its normal rates for services covered by the Benefit Agreement under which a claim is submitted.
- 2.7 "Day of Service" means a measure of time during which a Member receives Facility Services and which occurs when a Member occupies a bed as of 12:00 midnight or when a Member is admitted and discharged within the same day, provided that such admission and discharge are not within twenty-four (24) hours of a prior discharge.
- 2.8 "FACILITY Services" means those Psychiatric Health Facility inpatient services which are covered by a Benefit.
- 2.9 "Medical Services" means those services provided by health care professional and covered by a Benefit Agreement.
- 2.10 "Member(s)" means "CMSP Enrolled Beneficiaries," as defined in the contract between BC LIFE and the Governing Board, who are eligible to receive Medical Services pursuant to the County Medical Services Program.
- 2.11 "Mental Disorders" or "Psychiatric Disorders" means those conditions that affect thinking, perception, mood and behavior. A Mental Disorder is recognized primarily by symptoms or signs that appear as distortions of normal thinking, distortions of the way things are perceived, moodiness, sudden and/or extreme changes in mood, depression, and/or unusual behavior such as depressed behavior or highly agitated or manic behavior. Mental Disorders include, but are not limited to, the following: schizophrenia, manic-depressive and other conditions usually classified in the medical community as psychoses; depressive, phobic, manic and anxiety conditions (including panic disorders); bipolar affective disorders including mania and depression; obsessive-compulsive disorders; hypochondria, personality disorders (including paranoid, schizoid, dependent, anti-social and borderline); dementia and delirious states; post-traumatic stress disorder; adjustment reactions; reactions to stress; and anorexia nervosa. Any condition meeting this definition is a Mental Disorder no matter what the cause of the condition may be. One or more of these conditions and other conditions may be specifically excluded in a Benefit Agreement.
- 2.12 "Mental Health Services" means Psychiatric Health Facility inpatient services for the evaluation and treatment of Mental Disorders or Psychiatric Disorders. Mental Health Services shall not include outpatient services, and FACILITY shall not be entitled to receive any payment for outpatient services.

- 2.13 "Participating CMSP FACILITY" means a hospital which has entered into an agreement with BLUE CROSS to provide Facility Services as a Participating CMSP Provider.
- 2.14 "Participating CMSP Physician" means a psychiatrist or other physician who has entered into an agreement with BLUE CROSS to provide Medical Services as a Participating CMSP Provider and who is a "licensee" as that term is defined in California Business and Professions Code Section 2041.
- 2.15 "Participating CMSP Provider" means a hospital, other health facility, physician or other health professional which has entered into an agreement with BLUE CROSS to provide health care services to Members for prospectively determined rates.
- 2.16 "Participating Practitioner" means a physician who has entered into an agreement with BLUE CROSS to provide Medical Services to Members as a Participating Provider and who is duly licensed in the State of California or other applicable state.
- 2.17 "Psychiatric Health Facility" means a psychiatric facility licensed by the California Department of Mental Health to provide 24-hour inpatient care for persons with psychiatric disorders.
- 2.18 "Rate" means the amount(s) as shown in Exhibit B (attached and incorporated by reference herein) that FACILITY agrees to accept as full payment for services rendered to Members, which services are covered by BLUE CROSS.
- 2.19 "Working Day" means any day, Monday through Friday, excluding legal holidays.

### III. RELATIONSHIP BETWEEN BLUE CROSS AND FACILITY

- 3.1 BLUE CROSS and FACILITY are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 3.2 Nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a Participating CMSP Provider other than FACILITY. The parties acknowledge and agree that BLUE CROSS shall not engage in Utilization Management or Case Management.
- 3.3 FACILITY consents to the memorializing of its legal obligations with BLUE CROSS and each particular Affiliate in one or more separate written agreements that shall not alter the substance of those obligations.
- 3.4 FACILITY hereby acknowledges its understanding that this Agreement constitutes a contract between FACILITY and BLUE CROSS as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BLUE CROSS to use the Blue Cross service mark in the State of California and that BLUE CROSS is not contracting as the agent of the Association. FACILITY further acknowledges and agrees that FACILITY has not entered into this Agreement

based upon representations by any person other than BLUE CROSS and that no person, entity, or organizations other than BLUE CROSS shall be held accountable or liable to FACILITY for any of BLUE CROSS' obligations to FACILITY created under this Agreement. This section shall not create any additional obligations whatsoever on the part of BLUE CROSS, other than those obligations created under other provisions of this Agreement.

3.5 FACILITY and BLUE CROSS agree to keep the terms of this Agreement confidential. This is not intended to interfere with FACILITY'S compliance with the California Brown Act or California Public Records Act.

3.6 BLUE CROSS and FACILITY agree that FACILITY may freely communicate with Members regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations. Nothing in this Agreement should be construed as to encourage FACILITY to restrict medically necessary FACILITY Services or Medical Services.

#### IV. FACILITY SERVICES AND RESPONSIBILITIES

4.1 FACILITY shall provide to Members those FACILITY services when such services are ordered by a licensed physician or other licensed health professional, and are in accordance with the applicable Benefit Agreement and this Agreement, and service capacity of the FACILITY allows for delivery of such services to Members.

All Facility Services provided by FACILITY, and for which FACILITY is responsible, whether provided directly or otherwise arranged for by FACILITY, are those inpatient services customarily provided by a Psychiatric Health Facility. Notwithstanding, all Facility Services provided or arranged to be provided by FACILITY are available to Members and are included in the rates as described in Section 6.7.

4.2 FACILITY shall provide FACILITY Services to Members in the same manner and quality as those services are provided to all other patients of FACILITY, regardless of payor source. Such services shall be provided at locations, the addresses of which are listed on Exhibit A, attached to and made part of this Agreement. Members shall be accommodated in semi-private rooms unless other accommodations are Medically Necessary. If a semi-private room is not available, then any appropriate accommodation may be used.

4.3 FACILITY has, and shall maintain in good standing, all licenses required by law, license as a Psychiatric Health Facility by the California Department of Mental Health, and certification to participate in the Medicare Program under Title XVIII of the Social Security Act if FACILITY participates in the Medicare Program. Copies of such licenses, certifications and standards are attached as Exhibit C and made part of this Agreement. FACILITY agrees to provide copies of such licenses, certifications and standards to BLUE CROSS each year they are issued, and upon written request.

4.4 FACILITY agrees to comply with BLUE CROSS' operational processes and claims administration contained in the applicable BLUE CROSS Provider Operations Manual. FACILITY agrees to cooperate with BLUE CROSS administration of appeals/grievance resolution procedures, including its Member grievance process, and agrees to provide

all pertinent information and requested records. Both parties agree that the cost of the provision of records associated with these provisions will be borne by the FACILITY.

- 4.5 FACILITY shall comply with the terms of the Prior Authorization Process as set forth in Exhibit D as a condition of payment for Mental Health Services under this Agreement.
- 4.6 FACILITY shall, to the extent possible, seek, accept and maintain evidence of assignment for the payment of Facility Services provided to Members by FACILITY under the applicable Benefit Agreement.
- 4.7 FACILITY shall promptly notify BLUE CROSS, in accordance with Section 13.5, of:
- (1) any change in its business ownership;
  - (2) any change in business address or change of the address of locations at which services are provided by FACILITY;
  - (3) any legal or government action initiated against FACILITY, including but not limited to an action (a) for professional negligence; (b) for violation of the law; or (c) against any license, accreditation by JCAHO, HFAP or CARF, or any successor; which, if successful, would materially impair the ability of FACILITY to carry out the duties and obligations under this Agreement;
  - (4) Any other problem or situation that will materially impair the ability of FACILITY to carry out the duties and obligations under this Agreement.
  - (5) Any limitation on service capacity that prevents the FACILITY from providing services.
- 4.8 FACILITY agrees to use all BLUE CROSS proprietary information only in relation to the performance of FACILITY's obligations, under the terms of this Agreement. FACILITY shall not, during the term of this Agreement or after termination of this Agreement, disclose or use any BLUE CROSS proprietary information for its own benefit. This is not intended to interfere with FACILITY'S compliance with the California Brown Act or California Public Records Act.
- 4.9 FACILITY shall comply with all applicable state and federal laws and regulations relating to the delivery of Facility Services.
- 4.10 FACILITY agrees that Members shall not be subject to discrimination regardless of race, creed, color, religion, language, gender, age, health status, disability, physical/mental handicap, sexual orientation, marital status or national origin/ancestry.
- 4.11 FACILITY agrees to cooperate with the BLUE CROSS credentialing process.
- 4.12 FACILITY shall confirm each Member's eligibility status prior to providing Facility Services. FACILITY shall confirm that the person presenting the BLUE CROSS identification card and/or a State of California Beneficiary Identification Card is the Member or Covered Person named on the card. BLUE CROSS shall not be responsible for the fraudulent or deceptive use of either identification card.



- 4.13 In the event a Member is determined retrospectively eligible for Medi-Cal for a period in which FACILITY billed BLUE CROSS for Facility Services under this Agreement, FACILITY shall resubmit the claim(s) to Medi-Cal and refund any amounts paid by BLUE CROSS under this Agreement or any share-of-cost paid by the Member.
- 4.14 In order to submit claims and receive reimbursement, FACILITY is, and shall remain, for the term of this Agreement an approved Medi-Cal provider. For the term of this Agreement, FACILITY shall remain in good standing with the Medi-Cal program.

## V. BLUE CROSS SERVICES AND RESPONSIBILITIES

- 5.1 BLUE CROSS agrees to pay FACILITY compensation in accordance with the provisions of this Agreement.
- 5.2 BLUE CROSS agrees to grant FACILITY the status of "Participating BLUE CROSS CMSP FACILITY", to identify FACILITY as a Participating CMSP FACILITY for the provision of Facility Services on informational materials to Members and to direct such Members to FACILITY.
- 5.3 BLUE CROSS agrees to continue listing FACILITY as a Participating CMSP FACILITY for Facility Services until this Agreement terminates pursuant to Article XII.
- 5.4 BLUE CROSS agrees to provide FACILITY with a list of all Participating CMSP Physicians, Participating CMSP HOSPITALs and Participating CMSP FACILITIES and other Participating CMSP Providers in FACILITY's geographic area as well as the applicable provider Operations Manual.
- 5.5 BLUE CROSS agrees to provide appropriate identification cards to its Members.

## VI. COMPENSATION AND BILLING

- 6.1 FACILITY shall seek payment only from BLUE CROSS for the provision of Facility Services except as provided in Section 6.2. The payment from BLUE CROSS shall be limited to the rates referred to in Section 6.7. FACILITY shall comply with the terms of the Prior Authorization Process as set forth in Exhibit D as a condition of payment for Mental Health Services under this Agreement.
- 6.2 Except as permitted under Section 6.3, FACILITY may also seek payment for the provision of Facility Services from other sources only as available pursuant to the coordination of benefits provisions of the applicable Benefit Agreement and Section 6.4.
- 6.3 FACILITY agrees that the only charges for which a Member may be liable and may be billed by FACILITY shall be for Facility Services not covered by the applicable Benefit Agreement. If FACILITY receives any additional surcharge from a Member in excess of the applicable share-of-cost, BLUE CROSS shall require that FACILITY promptly refund the amount thereof to the Member.
- 6.4 FACILITY expressly acknowledges that if a Member has other health coverage, CMSP shall be the payer of last resort.

- 6.5 FACILITY shall bill BLUE CROSS within one hundred eighty (180) days from the date of discharge for inpatient claims or BLUE CROSS may refuse payment. FACILITY shall bill on forms in accordance with Universal Billing Form 92 (UB92) or its successor forms or in a BLUE CROSS or if applicable Other Payor approved format. FACILITY shall furnish, on request, all information reasonably required by BLUE CROSS to verify and substantiate the provision of Facility Services and the charges for such services. BLUE CROSS reserves the right to review all statements submitted by FACILITY when necessary and in accordance with this Agreement.
- 6.6 BLUE CROSS shall pay FACILITY within thirty (30) Working Days of receipt of statements which are accurate, complete and otherwise in accordance with Section 6.5, unless the claim, or portion thereof, is contested by BLUE CROSS, in which case FACILITY shall be notified in writing within thirty (30) Working Days. The term "contested" in this paragraph has the same meaning as in the California Health and Safety Code, Section 1371.
- 6.7 Full and final payment for FACILITY Services, including co-payments and share of cost amounts for covered Facility Services provided to Members, shall be the lesser of the Rate(s) set forth in Exhibit B or FACILITY's Charges or those amounts specified in any other agreement between BLUE CROSS (or for the benefit of BLUE CROSS) and FACILITY. The Rate(s) listed in Exhibit B shall apply to claims submitted for services provided during the term of the Agreement.
- 6.8 Pursuant to Welfare and Institutions Code Section 16809 *et seq*, the Governing Board may adjust payment amounts at any time in order to remain within its budgetary allowance. BLUE CROSS shall apply any such adjustment to the rates set forth in Exhibit "B" and FACILITY will receive notification prior to its implementation.
- 6.9 Any amount paid by BLUE CROSS to FACILITY under this Agreement determined subsequently by BLUE CROSS to have been an overpayment will be considered indebtedness of FACILITY to BLUE CROSS. Such indebtedness may include any payments made by BLUE CROSS for a Member who is subsequently determined to be eligible for Medi-Cal or any other benefit covering the same time period. BLUE CROSS shall have a first lien in the amount of such indebtedness and may request a refund from FACILITY, or after notice, recover such indebtedness by deducting from and setting off any amount or amounts due and payable from BLUE CROSS to FACILITY at any time under this Agreement or any other agreement between BLUE CROSS and FACILITY, or for any reason, an amount or amounts equal to such indebtedness of FACILITY. FACILITY agrees, upon request by BLUE CROSS, to execute any financing statement and/or other documents required by BLUE CROSS to perfect its lien under any state Uniform Commercial Code or similar law.
- 6.10 FACILITY acknowledges that BC LIFE and BLUE CROSS are acting as third party administrator for the Governing Board in the administration of CMSP, and accordingly, they assume no financial risk for the payment of services.

VII. RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 7.1 FACILITY shall prepare and maintain such records on Members receiving Facility Services at FACILITY as are required by its license and the JCAHO, HFAP or CARF.
- 7.2 FACILITY agrees that BLUE CROSS or its authorized representative may review, audit, and duplicate data and other records maintained on Members, including but not limited to medical records or other records relating to billing, payment and assignment, to the extent permitted by law. BLUE CROSS and the Governing Board and their auditors shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of FACILITY, at FACILITY or such other mutually agreeable location in California relating to the services FACILITY provides to Members, to the cost thereof, and to payments FACILITY receives from Members or others on their behalf and shall be subject to all applicable laws and regulations concerning the confidentiality of such data or records. FACILITY shall maintain such records for at least five (5) years from the termination of this Agreement, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise. BLUE CROSS maintains the right to audit such records to determine the appropriateness of payments made. BLUE CROSS' audit policy is described in the applicable Operations Manual.
- 7.3 Subject to all applicable laws relating to privacy, confidentiality, and privileged documents and communications, FACILITY shall only make a Member's information including but not limited to medical records available upon reasonable request to each physician or practitioner treating the Member, for Utilization Review and/or Quality Management purposes, and to BLUE CROSS or as consented by the Member or an authorized representative of the Member.
- 7.4 Ownership and access to records of Members shall be controlled by applicable laws.

#### VIII. LIABILITY, INDEMNITY AND INSURANCE

- 8.1 Neither BLUE CROSS nor FACILITY nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- 8.2 FACILITY, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability. FACILITY shall also maintain other insurance as shall be necessary to insure FACILITY and its employees against any event or loss which would impair the ability of FACILITY to carry out the terms of this Agreement. Such other insurance shall cover any event or loss that FACILITY would protect itself against in absence of this Agreement. In lieu of any insurance, FACILITY shall maintain the ability to respond to any and all damages which would be covered by such insurance.
- 8.3 Upon request by BLUE CROSS, FACILITY shall provide BLUE CROSS with copies of insurance policies or evidence of the ability to respond to any and all damages, as provided in Section 8.2.
- 8.4 BLUE CROSS shall indemnify and save FACILITY harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of BLUE CROSS, its agents or employees.

FACILITY agrees to indemnify and save BLUE CROSS harmless from any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of FACILITY, its agents or employees.

If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault.

Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

#### IX. MARKETING, ADVERTISING AND PUBLICITY

9.1 BLUE CROSS shall use its best efforts to inform Members about the services of FACILITY.

9.2 BLUE CROSS shall have the right to use the name of FACILITY for purposes of informing Members and prospective Members of the identity of Participating CMSP HOSPITALS and otherwise carrying out the terms of this Agreement. FACILITY shall have the right to review and approve such use, provided however that such approval shall not be unreasonably denied.

9.3 Except as provided in Section 9.2, BLUE CROSS and FACILITY each reserves the right to control the use of its name, symbols, trademarks, or service marks presently existing or later established. In addition, except as provided in Section 9.2, neither BLUE CROSS nor FACILITY shall use the other's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or upon termination of this Agreement, whichever is sooner.

#### X. DISPUTE RESOLUTION

10.1 BLUE CROSS and FACILITY agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

10.2 In the event that any problem or dispute concerning the terms of this Agreement is not satisfactorily resolved, BLUE CROSS and FACILITY agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration shall also be subject to the California Code of Civil Procedure, Title Nine, Section 1280, et seq., unless otherwise mutually agreed. This provision shall be specifically enforceable under the Federal Arbitration Act. BLUE CROSS waives any right to pursue, on a class basis, any such problem or dispute against FACILITY, and FACILITY waives any right to pursue, on a class basis, any such problem or dispute against BLUE CROSS. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party.

10.3 FACILITY and BLUE CROSS agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.

#### XI. TERM AND TERMINATION

11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one (1) and shall continue in effect until June 30, 2011 ("Term") unless terminated as specified below.

11.2 Either party may terminate this Agreement with or without cause by giving at least ninety (90) days prior written notice. Nothing in this Agreement shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

11.3 BLUE CROSS may immediately terminate this Agreement upon notification or discovery of the probation, suspension or revocation of FACILITY's license, certification or accreditation, or other condition that limits FACILITY's ability to render Facility Services.

11.4 If this Agreement is terminated, FACILITY shall continue to provide and be compensated for Facility Services under the terms of this Agreement to Members who are FACILITY inpatients on the date of the termination until those Members are discharged or can be safely transferred to another facility.

11.5 Notwithstanding any termination, BLUE CROSS shall continue to have access to records for five (5) years from the date of provision of Facility Services to which the records refer. The records shall be available in accordance with Article VIII, to the extent permitted by law and as necessary to fulfill the terms of this Agreement.

11.6 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters unresolved as of that date.

11.7 In the event this Agreement is terminated, FACILITY agrees to assist BLUE CROSS in the transfer of Member medical care including making available to the Department and BLUE CROSS copies of medical records, patient files, and any other pertinent information held by FACILITY necessary for efficient case management of Members,

#### XII. UNFORESEEN CIRCUMSTANCES

12.1 In the event that the operations of FACILITY's facilities are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature or any cause that is not the fault of FACILITY or is beyond reasonable control of FACILITY, FACILITY shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

12.2 In the event that the Facility Services provided by FACILITY are substantially interrupted pursuant to an event described in Section 12.1, BLUE CROSS shall have

the right to terminate this Agreement upon thirty (30) days prior written notice to FACILITY. Such termination shall be canceled if BLUE CROSS, in its judgment, determines that the Facility Services can be performed in spite of the event or because the interruption has ended. BLUE CROSS shall not unreasonably refuse to cancel such termination.

### XIII. GENERAL PROVISIONS

#### 13.1 Assignment

No assignment of the rights, duties or obligations of this Agreement shall be made by FACILITY without the expressed written approval of a duly authorized representative of BLUE CROSS. Such consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be void as to BLUE CROSS.

#### 13.2 Binding on Successors in Interest

Subject to Section 13.1, the provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

#### 13.3 Subcontracting

FACILITY shall not subcontract this Agreement or any portion of it without the prior written consent of BLUE CROSS if the subcontract requires a Member to occupy an inpatient bed or receive Facility Services at locations other than those listed in Exhibit A attached to and made part of this Agreement. Such consent shall not be unreasonably withheld. FACILITY agrees to maintain and make available to the Department, upon request, copies of all subcontracts and to ensure that all subcontracts shall be in writing and require that the subcontractor shall comply with the terms of this Agreement.

#### 13.4 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

#### 13.5 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Service (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation)

To BLUE CROSS at:

ANTHEM BLUE CROSS  
Director, State Programs  
Health Care Management  
21555 Oxnard Street, 8D  
Woodland Hills, CA 91367

to FACILITY at:

COUNTY OF EL DORADO  
Health Services Department  
931 Spring Street  
Placerville, CA 95667

Attention: Neda West, Director

#### 13.6 Severability

In the event any provision of this Agreement is rendered invalid or unenforceable by any valid Act of Congress or of the California Legislature or by any regulation duly promulgated by officers of the United States or the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to Section 13.4, remain in full force and effect.

#### 13.7 Effect of Severable Provision

In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided in Section 13.7 and its removal has the effect of materially altering the obligations of either BLUE CROSS or FACILITY in such a manner as, in the judgment of the party affected, (a) will cause serious financial hardship to such party; or (b) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. The provisions of Article XI shall apply to such termination.

#### 13.8 Entire Agreement

This Agreement, together with exhibits, contains the entire agreement between BLUE CROSS and FACILITY relating to the rights granted and the obligations assumed by the parties concerning the provision of Facility Services to Members. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject

matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

### 13.9 Amendment

This Agreement or any part or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of BLUE CROSS and FACILITY. An amendment to this Agreement shall be submitted to the Governing Board for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services or term. Proposed changes which are neither approved nor disapproved by the Governing Board, shall become effective by operation of law thirty (30) days after the Governing Board has acknowledged receipt or upon the date specified in the amendment, whichever is later.

### 13.10 Attorneys' Fees

In the event that either BLUE CROSS or FACILITY institutes any action, suit or arbitration proceeding to enforce the provisions of this Agreement, each party shall pay one-half of the arbitration costs and otherwise pay its own attorneys' fees and other costs.

### 13.11 Headings


The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

### 13.12 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California and all other laws, regulations, and contractual obligations of Blue Cross.



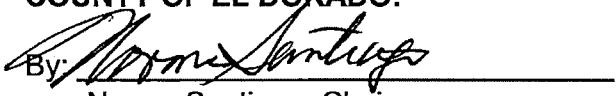
**BLUE CROSS OF CALIFORNIA:**

By: 

Mike Ramseir  
Vice President  
Health Services - CA

Dated: 8/11/10

**COUNTY OF EL DORADO:**

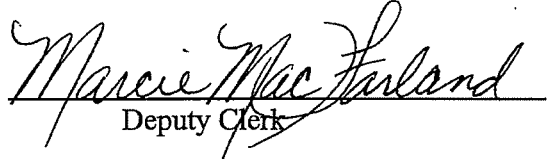
By: 

Norma Santiago, Chair  
Board of Supervisors  
"County"

Dated: 7/27/10

**ATTEST:**

*Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors*

By:   
Deputy Clerk

Dated: 7/27/10

**EXHIBIT A**

**ADDRESSES WHERE FACILITY SERVICES  
ARE PROVIDED**

For: El Dorado County Psychiatric Health Facility

In accordance with Section 4.2 of the Agreement, FACILITY provides, or arranges for, services at the following locations:

Name of Facility:	El Dorado County PHF
Type of Facility:	Psychiatric Health Facility
Address:	935-B Spring Street Placerville, CA 95667
Medicare ID:	None
Taxpayer ID:	94-6000511

**EXHIBIT B**  
**COMPENSATION RATES**  
***El Dorado County Psychiatric Health Facility***  
Effective August 15, 2010

FACILITY agrees that it shall accept the rates below as payment in full for covered inpatient Facility Services pursuant to Article VI.

**I. INPATIENT MENTAL HEALTH SERVICES**

Inpatient Mental Health Services shall be reimbursed at an all inclusive per diem rate as follows:

\$531.00 Per Diem

The following limitations apply to the above Per Diem Rate:

1. Benefits shall be limited to ten (10) inpatient days per fiscal year per CMSP member.
2. Benefits shall be limited to no more than six (6) inpatient days per episode.
3. Payment shall be made by Anthem Blue Cross when the billings provide appropriate documentation of prior authorization by the County Mental Health Plan.
4. If FACILITY does not maintain licensure as a Psychiatric Health Facility, no payment shall be made.

**II. FACILITY understands that Governing Board has retained the authority to adjust rates at any time, with notice, in order to remain within its budgetary allowance. BLUE CROSS will provide FACILITY with notice of any such rate adjustment to this Exhibit B.**

## EXHIBIT C

### COPIES OF LICENSES AND CERTIFICATES

FACILITY to attach copies of the following documents:

1. Current license issued by the California Department of Mental Health, and
2. Letter of certification for participation in the Medicare Program under Title XVIII of the Social Security Act and, if JCAHO, HFAP or CARF accredited,
3. Certificate of accreditation from the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Healthcare Facilities Accreditation Program (HFAP) or Commission on Accreditation of Rehabilitation Facilities (CARF).

**EXHIBIT D**  
**PRIOR AUTHORIZATION PROCESS**

All Facility Services shall require prior authorization for FACILITY to receive reimbursement for Mental Health Services under this Agreement.

The County Mental Health Plan in the CMSP Member's county of residence shall, within its sole discretion and subject to the Benefits Agreement, determine whether to issue a prior authorization for Mental Health Services. If such prior authorization is made, then the County Mental Health Plan shall fax the prior authorization to the Governing Board and to FACILITY. Prior authorization shall be issued by the County Mental Health Plan on the "Treatment Authorization Request for Mental Health Stay in Hospital" serialized form.

At the time of prior authorization, FACILITY shall notify the County Mental Health Plan of any limitations on service capacity that prevent delivery of services to the Member.



**STATE OF CALIFORNIA  
DEPARTMENT OF MENTAL HEALTH**

*In accordance with applicable laws and regulations  
regarding Psychiatric Health Facilities,  
the Department of Mental Health, hereby issues*

**EL DORADO COUNTY**

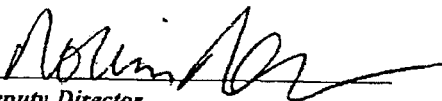
*this LICENSE to operate and maintain the following*

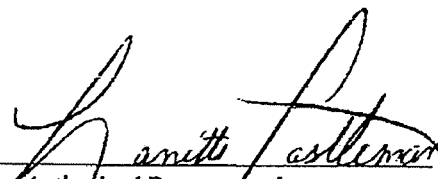
***Psychiatric Health Facility:***

**El Dorado County Psychiatric Health Facility  
935-B Spring Street  
Placerville, CA 95667**

**Type of Service:** *Acute Psychiatric Inpatient*  
**Bed Capacity:** *10*  
**License Number:** *1010002*

**Date initially Licensed:** *January 31, 1988*  
**License Expiration Date:** *January 31, 2012*

  
**Deputy Director,  
Program Compliance**

  
**Authorized Representative**

*Refer complaints regarding this facility to:  
Department of Mental Health, Licensing and Certification  
1600 9th Street, Sacramento, CA 95814*



CALIFORNIA DEPARTMENT OF  
**Mental Health**

1600 9th Street, Room 101, Sacramento, CA 95814  
PHONE (916) 445-0289, FAX: (916) 445-0282

September 4, 2007

Marlene Hensley, LCSW  
Program Manager  
El Dorado County Psychiatric Health Facility  
935-B Spring Street  
Placerville CA 95557

Dear Ms. Hensley:

A licensing review consistent with California Code of Regulations Title 22, Division 5 was conducted at the El Dorado County Psychiatric Health Facility on March 14 and 15, 2007. Accompanying this letter are the results of that review. El Dorado County Psychiatric Health Facility was found to be in compliance with California Code of Regulations Title 22, Division 5.

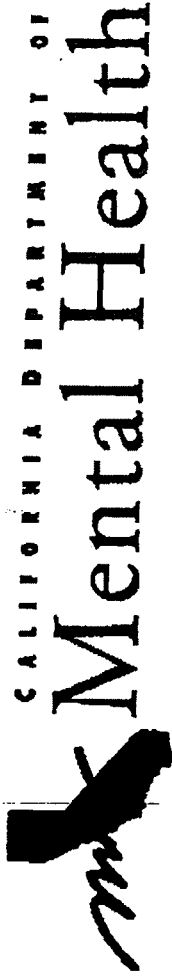
If you have any questions regarding the survey or other related issues, please contact me, at the above reference number.

Thank you.

Sincerely,

OSATO IREDIA, AMHS  
Licensing and Certification

cc: H. Rollin Ives, Ed.D. Deputy Director, Program Compliance  
Lanette Castleman, Chief, Licensing and Certification  
Henry Omoregie, SMHS, Licensing and Certification



**PSYCHIATRIC HEALTH FACILITY**

**REVIEW REPORT/MEDICAL CONSULTANT REVIEW REPORT**

<b>NAME OF FACILITY:</b> El Dorado County Psychiatric Health Facility	<b>NAME OF ORGANIZATION:</b> El Dorado	<b>REVIEW DATE:</b> 3-14,15-2007
<b>LICENSE NUMBER:</b> 1015002	<b>LICENSE EXPIRATION DATE:</b> JANUARY 2008	<b>COUNTY:</b> <i>El Dorado</i>
<b>ADDRESS:</b> 935-B Spring Street, Placerville, California 95667	<b>TELEPHONE NUMBER</b> (530) 621-6212	<b>BED CAPACITY:</b> 16
<b>REVIEW TYPE:</b> Medical Consultant Review	<b>FAX NUMBER:</b>	<b>NUMBER OF CITATION:</b>
<b>REVIEWER (S):</b> Araldo Moreno, M.D.	<b>PROFESSIONAL TITLE (S):</b> M.D CONSULTANT	<b>PLAN OF CORRECTION:</b> None due



PHF REVIEW PROTOCOL

Yes	No	N/A	Comments
			<p>(c) Counseling services shall be provided by licensed clinical social worker in accordance with Business and Professions Code, Sections 4996 and 4996.0 or licensed marriage, family and Child Counselors in accordance with Business and Professions Code, Sections 4980 and 4980.02.</p>
			<p><b>77065. PSYCHIATRIC NURSING SERVICES</b></p>
X			<p>(a) Psychiatric Nursing services shall be designed to meet the objectives of each patient's interdisciplinary treatment plan.</p>
X			<p>(b) Policies and procedures for the administration of medications shall be implemented by the psychiatric nursing service.</p>
X			<p>(c) Nursing services shall include the development of a nursing care plan based upon an initial written and continuing assessment with input from health professionals involved in the care of the patient. Initial assessments shall commence at the time of admission of the patient and be completed within 72 hours after admission. Nursing care plans shall either be included as a of the interdisciplinary treatment plan or occupy a unique section of the record.</p>
X			<p>(d) Written nursing service policies and procedure shall be developed which include:</p>
X			<p>(1) A current nursing procedure manual appropriate to the patient served by the facility.</p>
X			<p>(2) Provision for the inventory and identification of patients' personal possessions, equipments and valuables.</p>
X			<p>(3) Screening of all patients for tuberculosis upon admission. A tuberculosis screening procedure may not be required if there a satisfactory written evidence available that a tuberculosis screening procedure has been completed with 90 days of the date of admission to the facility. Subsequent tuberculosis screening procedures shall be determined by a physician.</p>
X			<p>(4) Notification of practitioner regarding sudden or marked adverse change in a patient's condition.</p>
X			<p>(5) Conditions under which restraints are used, the application of restraints, and the mechanism used for monitoring and controlling their used.</p>
X			<p>(6) A planned and systematic process for the monitoring and evaluation of the quality and appropriateness of patient care and for resolving identified problems.</p>
			<p>A review of Nursing policies and procedures revealed that the facility is in compliance with this section of the regulation. Beatrice Hartin, R.N., MH Clinical Nurse</p>

X			(e) Psychiatric nursing policies and procedures shall either be integrated into a separate section of a general manual or contained in a policy and procedure manual dedicated to nursing policies and procedures. (f) There shall be a written pattern which shall show: (1) Total numbers of staff including full-time and full-time		
---	--	--	--	--	--

PHF REVIEW PROTOCOL

YES	NO	N/A	COMMENTS
			(1) Total numbers of staff including full-time and full-time equivalents. (2) The available nursing care hours for each nursing unit. (3) The categories of staff available for patient care.
			(b) The psychiatric nursing service shall be under the direction of a registered nurse who shall meet at least the following qualifications: (1) Master's degree in psychiatric nursing or related field with experience in administration or (2) Baccalaureate degree in nursing or related field with experience in psychiatric nursing and two years in nursing administration; or (3) Four years of experience in nursing administration or supervision and with experience in psychiatric nursing.
X			(b) Psychiatric Health Facility policies and procedures must specify how a registered nurse will exercise authority and carry out the responsibility of supervising nursing activities such as, but not limited to: (1) Dispensing and recording of medication(s), (2) Documenting patients nursing care needs in the interdisciplinary treatment plan. (3) Implementing nursing procedures. (4) Providing in-service education related to nursing activities.
X			77067. SOCIAL SERVICES
X			(a) Social services shall be designed to meet the objectives of each patient's interdisciplinary treatment plan in accordance with established policies and procedures. (b) Social services shall be organized, directed and supervised by a licensed Clinical social worker.
X			77069. REHABILITATION SERVICES (a) Rehabilitation services mean those activities provided by occupational therapists, physical therapists or recreation therapists under the general direction of the clinical director to restore, establish and maintain optimum levels of social, vocational and physical functioning and to minimize residual disabilities of patients. Rehabilitation services provided in a psychiatric health facility are to be designed to meet the needs of acute psychiatric inpatients. (b) In accordance with established policies and procedures, the scope of these activities shall include at least the following: (1) Social activities, which involve group participation.
			A review of policies and procedures revealed that the facility is in compliance with this section of the regulation. Jessica Solomon, MFT, Social Worker.



				(8) All kitchen equipment, fixed or mobile, and dishes, shall be kept clean and maintained in good repair and free of breaks, open seams, cracks or chips.	
--	--	--	--	--	--

**PHF REVIEW PROTOCOL**

YES	NO	N/A	COMMENTS
X			(9) All utensils used for eating and drinking and in the preparation of food and Drink shall be cleaned and sanitized after each usage. (10) The facility shall maintain a written plan to provide patients' food service in emergencies.
			<b>77079.1. PHARMACEUTICAL SERVICES - GENERAL</b>
X			(a) Arrangements shall be made to provide with pharmacists licensed by the California Board of Pharmacy to assure that pharmaceutical services are available to provide patients with prescribed drugs and biologicals.
X			(b) Dispensing labeling, storage, disposals and administration of drugs and biologicals shall be in conformance with state and federal laws.
	X		(c) If a pharmacy is located on the premises, the pharmacy shall be approved by the Department. The pharmacy shall not serve the general public unless a separate public entrance or a separate public serving window is utilized. Pharmacies located on the licensed premises of the facility shall be opened for inspection upon the request of an authorized Department representative.
X			(d) The facility shall not accept money, goods or service free or below cost from any pharmacist or pharmacy as compensation of inducement for referral of business to any pharmacy.
			<b>77079.2 PHARMACEUTICAL SERVICES - REQUIREMENTS</b>
X			(a) Pharmaceutical service shall include, but not limited to the following: (1) Obtaining necessary drugs including the availability of 24 hour prescription service on a prompt and timely basis as follows: (A) Drugs ordered "STAT" that are not available in the facility emergency drug supply shall be available and administered within one hour of the time ordered during normal pharmacy hours. For those hours during which the pharmacy is closed, drugs ordered "STAT" shall be available and administered within two hours of the time ordered. Drugs ordered "STAT" which are available in the emergency drug supply shall be administered immediately. (B) Anti-infectives and drugs used to treat severe pain, nausea, vomiting, diarrhea or other severe discomfort shall be available and administered within four hours of the time ordered. (C) Except as indicated above, all new drug orders shall be available on the same day ordered unless the drug would not normally be started until the next day. (D) Refill on prescription drugs shall be available when needed. (2) Dispensing of drug and biologicals.
			A review of pharmacy policies and procedures and pharmacy related documents revealed that the facility is in compliance with this section.
			A review of pharmacy policies and procedures and pharmacy related documents revealed that the facility is in compliance with this section.

PHF REVIEW PROTOCOL		15	
YES	NO	N/A	COMMENTS
X			(3) Monitoring the drug distribution system which includes ordering, dispensing, and administering of medication
X			(5) Provision of consultative and other services furnished by pharmacists, which assist in the development, coordination, supervision and review of the pharmaceutical services within the facility.
			<b>77079.3. PHARMACEUTICAL SERVICES - LABELING AND STORAGE OF DRUGS</b>
X			(a) Containers, which are cracked, soiled or without secured closures shall not be used. drug labels shall be legible.
X			(b) All drugs obtained by prescription shall be labeled in compliance with state and federal laws governing prescription dispensing. No person other than the dispenser or prescriber shall alter any prescription label.
X			(c) Nonlegend drugs shall be labeled in conformance with state and federal food and drug laws.
X			(d) Test reagents, germicides, disinfectants and other household substances shall be stored separately from drugs and shall not be accessible to patients.
			(e) External use drugs in liquid, tablet, capsule or powder form shall be stored separately from drugs for internal use.
X			(f) Drugs shall be stored at appropriate temperatures. Drug required to be stored at room temperature shall be stored in a temperature between 15 C (59 F) and 30 C (80F). Drugs requiring refrigeration shall be stored in a refrigerator between 2 C (36F) and 8 C (46F). When drugs are stored in the same refrigerator with food, the drugs shall be kept in a closed container clearly labeled "drugs".
X			(g) Drugs shall be stored in an orderly manner in cabinets, drawers or carts of sufficient size to prevent crowding.
X			(h) Dose preparation and administration areas shall be well lighted.
X			(i) Drugs shall be accessible only to personnel designated in writing by the licensee.
X			(j) Medication shall not be kept at the patient's bedside.
X			(k) Drugs shall not be kept in stock after the expiration date on the label and to Contaminated or deteriorated drugs shall be available for use.
X			(l) The drug of each patient shall be kept and stored in their originally received containers. No drug shall be transferred between containers.
X			(m) Discontinued drug containers shall be marked, or otherwise identified, to indicate that the drug has been discontinued, or shall be stored in a separate location which shall be identified solely for this purpose. Discontinued drug shall be disposed of within 90 days of the date the drug was discontinued, unless the drug is reordered within that time.
X			<b>77079.5. PHARMACEUTICAL SERVICES - STOP ORDERS</b> Written policies shall be established and implemented limiting the duration of new drug orders in the absence of a prescriber's specific indication for duration of therapy. The prescriber shall be contacted for new orders prior to the termination time established by the policy. Such policies shall include all categories of drugs.
			A review of Nursing and Pharmacy policies and procedures and an inspection of medication room revealed that the facility is in compliance of this section of the regulation.
			A review of Stop Order policies and procedures and review of twelve client health records revealed that the facility is in compliance with this section of the regulation.
PHF REVIEW PROTOCOL		16	
YES	NO	N/A	COMMENTS

77079.4. PHARMACEUTICAL SERVICES - ORDERS FOR DRUGS		A review of Nursing and Pharmacy policies and procedures and review of 6 client records revealed that the facility is in compliance with this section of the regulation.
X	(a) No drugs shall not be administered except upon the order of a person lawfully authorized to prescribe for and treat human illness.	
X	(b) All drugs order shall be written, dated, timed and signed by the person lawfully authorized to give such an order. The name, quantity or specific duration of therapy, dosage and time or frequency of administration of the drug and route of administration if other than oral shall be specified. "PRN" orders shall also include the indication for the use of the drug.	
X	(c) Verbal orders for drugs and treatment shall be received only by licensed nurses, Psychiatric technicians, pharmacists, physicians and physician's assistants from their supervising physicians only. Such orders shall be recorded immediately in the patient's health record by the person receiving the order and shall include the date and time of the order. The order shall be signed by the prescriber within 24 hours excluding weekends and holidays.	
X	(d) The signing of orders shall be by signature or a personal computer key. Signature stamps shall not be used.	
X	77079.6. PHARMACEUTICAL SERVICES - DRUG ORDER PROCESSING signed orders for drugs shall be transmitted to the issuing pharmacy within 48 hours, either by written prescription of the prescriber or by an order form which produces a direct copy of the order or by an electronically reproduced facsimile.	A review of policies and procedures revealed that the facility is in compliance with this section of the regulation.
X	77079.7. PHARMACEUTICAL SERVICES - DRUG ORDER RECORDS Facilities shall maintain a record, which includes, for each drug ordered by prescription, the name of the patient, the drug name, and strength, the date ordered, the day and amount received and the name of the issuing pharmacy. The records shall be kept at least one year.	A review of drug order records revealed that the facility is in compliance with this section of the regulation.
X	77079.8. PHARMACEUTICAL SERVICES - PERSONAL MEDICATIONS (a) Medication brought by or with the patient on admission to the facility shall not be used unless the contents of the containers have been examined and positively identified after admission by the patient's physician or a pharmacist retained by the facility.	A review of policies and procedures revealed that the facility is in compliance with this section of the regulation.
X	(b) The facility may use drugs transferred from other licensed health facilities or those drugs dispensed or obtained after admission from any licensed or governmental pharmacy and may accept the delivery of those drugs by any agent of the patient or pharmacy without the necessity of identification by a physician or pharmacist.	
X	(c) Drug records shall be maintained for drug listed in Schedule III and IV of the above. Act in such a way that the receipt and disposition for each dose of any such drug may be readily traced. Such records need not to be separate from other medication records.	
PHF REVIEW PROTOCOL		
YES	NO	17
	N/A	COMMENTS
X	77079.9. PHARMACEUTICAL SERVICES - CONTROLLED DRUGS (a) Drugs listed in Schedules II, III, IV of the Federal Drug Abuse Prevention and Control Act of 1970, Title 21, United States Code, Section 801 et seq., shall not be	A review of policies and procedures, inspection of the medication room for controlled drugs and treatment records revealed the facility is in compliance with this section of the regulation.

X	Accessible to other than licensed nursing, pharmacy, and medical personnel designated by the licensee. Drugs listed in Schedule II of the above Act shall be stored in a locked cabinet or a locked drawer separate from noncontrolled drugs unless they are supplied on a schedule basis as part of a unit dose medication system.		
X	(b) Separate records of use shall be maintained on all Schedule II drugs. Such records shall be maintained accurately and shall include the name of the patient, the prescription number, the drug name, strength and dose administered, the date and time of administration and the signature of the person administering the drug. Such records shall be reconciled at least daily and shall be retained at least one year. If such drugs are supplied on a schedule basis as part of a unit dose medication system, such records need not be maintained separately.		
X	(c) Drug records shall be maintained for drugs listed in Schedule III and IV of the above Act in such a way that the receipt and disposition of each dose of any such drug may be readily traced. Such records need not be separate from other medication records.		
X	<b>77079.10. PHARMACEUTICAL SERVICES - DISPOSITION OF DRUGS</b>	A review of Nursing and Pharmacy policies and procedures revealed that the facility is in compliance with this section of the regulation.	
X	(a) Drugs which have been dispensed for individual patient use and are labeled in conformance with state and federal law for outpatient use shall be furnished to patients on discharge on the order of a physician. If the discharge order do not include provisions for drug dispositions, drug shall be furnished to patient unless:		
X	(1) A physician's order specifies otherwise or.		
X	(2) The patient leaves or is discharged without a physician's order or approval or.		
X	(3) The patient is discharged to a general acute hospital or acute psychiatric hospital or.		
X	(4) The drug was discontinued prior to discharge or.		
X	(5) The labeled directions for use are not substantially the same as most current orders for the drug in the patient's health record.		
X	(b) A record of the drugs sent with the patient shall be made in the patient's health Records.		
X	(c) Patient's drug supplied by prescription which have been discontinued and those which remain in the facility after discharge of the patient shall be destroyed by the facility in the following manner:		
X	(1) Drugs listed in Schedules I, III, and IV of the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970, Title 21, United States Code, Section 801 et seq., shall be destroyed by the facility in the presence of a pharmacist and a registered nurse employed by the facility. The name of the patient, the name and strength of the drug, the prescription number, the amount destroyed, the date of destruction and the signature of the witnesses required above shall be recorded in the patient's health record or in a separate log. Such log shall be retained for at least three years.		
	(2)		
<b>PHF REVIEW PROTOCOL</b>			
YES	NO	N/A	18
X		log. Such log shall be retained for at least three years.	COMMENTS
		(2) Drugs not listed under Schedules I, III, and IV of the above	

			Act shall be destroyed by the facility in the presence of a pharmacist or licensed nursing personnel. The name of the patient, the name and strength of the drug, the prescription number (if applicable), the amount destroyed, the date of destruction and the signature of the person named above and one other person shall be recorded in the patient's health record or in a separate log. Such log shall be retained for at least three years.		
X			(d) Unless otherwise prohibited under applicable federal or state laws, individual patient drugs supplied in sealed containers may be returned, if unopened, to the issuing pharmacy for disposition provided that:		
X			(1) No drugs covered under the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970 are returned.		
X			(2) All such drugs are identified as to lot or control number.		
X			(3) The signatures of the receiving pharmacist and a licensed nurse employed by the facility are recorded in a separate log, which lists the name of the patient, the name, strength, prescription number (if applicable), the amount of the drug returned and the date of return.		
			<b>77079.11. PHARMACEUTICAL SERVICES - MEDICATION DISTRIBUTION SYSTEM</b>		
	X		(a) In facilities utilizing unit dose medication system, there shall be at least a 24 hour supply of all patient medications on hand at all times, except those drugs which are to be discontinued within the 24-hour period. Drugs that are part of a unit dose medication system shall not exceed a 48-hour supply.		The facility does not use unit dose medication system. A review of policies and procedures revealed that the facility is in compliance with this section.
X			(b) Facilities may utilize a floor stock medication system in lieu of a unit dose medication system.		
			<b>77079.12. PHARMACEUTICAL SERVICES - STAFF</b>		
X			(a) Facilities shall retain a consulting pharmacist who devotes a sufficient number of hours during a regularly scheduled visits, for the purpose of coordinating, supervising and reviewing the pharmaceutical service at least quarterly. The report shall include a log or record of time spent in the facility. There shall be a written agreement between the pharmacist and the facility, which includes the duties and responsibilities of both.		A review of pharmacist documentation and contract revealed that the facility is in compliance with this section of the regulation.
X			(b) A pharmacist shall review the drug regimen of each patient at least monthly and prepare appropriate reports. The review of the drug regimen of each patient shall all drugs currently ordered, information concerning the patient's condition relating to drug therapy, medication administration records and when appropriate, physician's progress notes, nurse's notes, and laboratory test results. The pharmacist shall be responsible for reporting, in writing.		
<b>PHF REVIEW PROTOCOL</b>					
YES	NO	N/A			19
X			irregularities in the dispensing and administration of drugs and other matters relating to the review of the drug regimen to the clinical director and the nursing service.		<b>COMMENTS</b>
			<b>77079.13. PHARMACEUTICAL SERVICE - EQUIPMENT</b>		A review of nursing and pharmacy policies and procedures and



AND SUPPLIES		inspection of the medication room revealed that the facility is in compliance with this section of the regulation.
YES	NO	
X		(a) There shall be adequate equipment and supplies necessary for the provision of pharmaceutical services within the facility including at least the following: (1) Refrigerator with an accurate thermometer. (2) Lockable drug cabinets, drawers, closet or rooms. (3) Drug service trays and/or carts. (4) Drug preparation counter area and convenient water source. (5) Reference materials containing drug monographs on all drugs in use in the facility. Such monographs shall include information concerning generic and brand names, if applicable, available strength, and dosage forms and pharmacological data including indication and side effects.
X		(b) Emergency supplies shall be readily available at each facility. Emergency drug supplies shall meet the following requirements: (1) Legend drugs shall not be stored in the emergency supply, except under the following conditions: (A) Injectable supplies of legend drugs shall be limited to a maximum of three single doses in ampules or vials or one container of the smallest available multi-dose vial and shall be sealed, unopened containers. (B) Sublingual or inhalation emergency drugs shall be limited to single sealed containers of the smallest available size. (C) Not more than six emergency drugs in solid, oral dosage form or suppository dosage form for anti-infective, anti-diarrheal, anti-nausea, or analgesic use may be stored in sealed containers. Not more than four doses of any one drug may be so stored.
X		(2) The emergency drug supply shall be stored in a portable container which is sealed in such a manner that the tamper proof seal must be broken to gain access to the drugs. The registered nurse or charge nurse shall notify the pharmacist when drugs have been used from the emergency kit or when the seal has been broken. Drugs used from the kit shall be replaced within 72 hours and the supply resealed by the pharmacist.
X		(3) The contents of the supply shall be listed on the outside of the container.
X		(4) The supply shall be checked at least monthly by the pharmacist.
X		(5) Separate records of use shall be maintained for drugs administered from the supply. Such records shall include the name and the dose of the drug administered, name of the patient, the date and time of administration and the signature of the person administering the dose.
<b>PIF REVIEW PROTOCOL</b>		
	NO	N/A
		<b>ARTICLE 4 ADMINISTRATION</b>
X		<b>77081. GOVERNING BODY</b> The governing body shall: (a) Assure that all services including care and treatment provided to patients, is adequate and safe at all times.
X		A review of policies and procedures related to administrative services revealed that the facility is in compliance with this section of the regulation.

PIF REVIEW PROTOCOL

YES NO

N/A

COMMENTS

X	(b) Establish and implement written by laws in accordance with legal requirements and its responsibility to the community and to the patients served which shall include, but not limited to, provisions for:				
X	(1) Identification for the purposes of the facility and the means of fulfilling them.				
X	(2) Ensuring the fitness, adequacy and quality of the clinical and medical care rendered.				
X	(3) The appointment and reappointment of the clinical staff who provide treatment, care and consultation to patients in the facility.				
X	(4) Approval of policies and procedures for appropriate practices to be observed in the facility. In this connection, the practice of division of fees under any guise whatsoever, shall be prohibited and any such division of fees shall be cause for excision from the staff.				
X	(5) Identification of the requirements for health and treatment records.				
X	(6) Requiring the interdisciplinary staff to establish controls that are designed to ensure the achievement and maintenance of high standards of professional ethical practices.				
X	(c) Appoint a clinical director and administrator whose qualifications, authority and duties shall be defined in a written statement adopted by the governing body.				
X	(d) Provide for the control and use of appropriate physical and financial resources and personnel required to meet the needs of the patients.				
X	(e) Assure that the facility and its operation conforms to all applicable federal, state and local laws and regulations, including those relating to licensure and fire inspections.				
	<b>77083. ORGANIZED CLINICAL STAFF</b>				
X	(a) The organized clinical staff shall be composed of all licensed mental health professionals as included in section 77012 or other licensed practitioners who have admitting and/or treatment privileges in the facility and shall be responsible for the following:				
X	(1) A formal peer review process which, in order to improve the quality of care, will review and evaluate the adequacy, appropriateness and cost effectiveness of the care and treatment planned for, or provided to, facility patients.				
<b>PHF REVIEW PROTOCOL</b>					
<b>YES</b>	<b>NO</b>	<b>N/A</b>	<b>COMMENTS</b>		
X			(2) In conjunction with the pharmacist's monthly drug regimen review, A medication monitoring system that will assess the prescribing practices of the professional staff of the facility with respect to appropriateness and cost effectiveness of the medications ordered for the patients of the facility. The medications monitoring requirements specified in this subsection shall include findings of the pharmacist's monthly drug regimen review.		
X			(3) A utilization review program which shall be a system of policies and		
					21

A review of policies and procedures, medication monitoring, peer review, quality improvement minutes, pharmacy and dietitian consults and other quality improvement documents and 6 client records revealed the facility is in compliance with this section of regulation. Tien Tran, M.D., Medical Director.

			procedures designed to ascertain and assure the clinical necessity of acute inpatient psychiatric services for patient using the facility.	
X			(b) The clinical staff shall meet at least monthly. Minutes of each meeting shall be maintained for at least one year and shall be available for review by the Department.	
X			(c) Patients shall be admitted only upon the order and under the care of a member of the clinical staff who is lawfully authorized to diagnose, prescribe and treat patients. The patient's condition and provisional diagnosis shall be established at the time of admission by the admitting practitioner subject to the provision of Section 77073.	
X			(d) In order to carry out the functions as specified in this section, professionals who are not members of the organized clinical staff may be utilized. These professionals include, but not limited to pharmacists, dietitians, occupational therapists, physical therapists, recreation therapists, registered record administrators or licensed nursing staff.	
			<b>77089. AFFILIATION WITH GENERAL ACUTE CARE HOSPITALS</b>	
X			(a) All facilities shall have a current written agreement for medical services with one or more general acute care hospitals and shall maintain a current copy of such agreements for review by the Department. The agreement shall include, but not limited to:	The facility has written agreement for acute care hospitals and medical services (Marshall Hosp., Burton Hosp., Mercy Hosp.). The facility is in compliance with this section of the regulation.
X			(1) Whether the general acute care hospital agrees to medically screen and conduct physical examinations of patients of admission to a psychiatric health facility and the procedure by which such screening and examination will be provided.	
X			(2) The procedure of patient transfer from the psychiatric health facility to the hospital for inpatient medical or psychiatric care.	
X			(3) The availability of medical services for patients of the psychiatric health facility, and the procedure by which such service will be provided.	
X			(4) The specific means by which patients who require such medical services will be transported to the hospital or medical facility.	
<b>PHF REVIEW PROTOCOL</b>				
<b>YES</b>	<b>NO</b>	<b>N/A</b>		
			<b>77091. ADMINISTRATOR OF BUSINESS AND SUPPORT SERVICES</b>	
X			(a) Each facility shall have an administrator who has the primary responsibility for business and support services for the clinical program.	The facility and county director- John Bachman.
X			(b) The administrator shall have direct to the clinical director for the purpose of communicating the status of business and support services of the psychiatric health facility.	
			<b>77093. CLINICAL DIRECTOR</b>	
X			(a) Each facility shall have a clinical director who shall direct the clinical program, provide general direction of professional and nonprofessional staff, and be responsible for the quality of clinical services performed in the facility. The clinical director shall be a licensed mental health professional. The clinical shall have at least three years of postgraduate direct clinical experience with the mentally disordered.	The facility Clinical Director is Marlene Hensley, LCSW.
				22

				(b) When the clinical director is part of the over all structure of a county mental health program, the county organization chart must show a line of reportability to the director of mental health.			The facility has an interdisciplinary treatment team and is in compliance with this section of regulation.
				<b>77097. INTERDISCIPLINARY TREATMENT PLAN</b>			
X				(a) The interdisciplinary treatment team shall be composed of those persons who work directly with the patient in each of the professions, discipline or service areas that provider service to the patient, including direct treatment staff, the patient's attending or consulting psychiatrist, the clinical psychologist, the licensed nurse or the psychiatric technician, the clinical director, or the clinical director's designee and any other persons whose participations is relevant to the treatment and care of the patient.			
X				(b) The interdisciplinary treatment team shall be responsible for the development and implementation of the patient's individual treatment plan in consultation with the patient and members of the patient's family pursuant to Welfare and Institutions Code, Section 5328.			It is recommended that identified problems need to be behavioral.
				<b>77099. PATIENTS' RIGHTS</b>			
X				(a) The governing body shall adopt and implement written policies regarding patient's right to ensure compliance with 5325, 5325.1, 5326, 5326.1, 5326.9, 5326.95, and 5320 through 5330 of the Welfare and Institutions Code.			A review of patient rights policies and procedure and posting information of patient rights are in compliance with this section of the regulation.
X				(b) A list of these patients' right shall be posted in English and in the predominant language of the community, if other than English, in appropriate places within the psychiatric health facility so that such rights may be read by the patients.			
				<b>77101. TYPES OF RESTRAINTS AND SECLUSION</b>			
X				(a) No physical restraints with locking devices shall be used or be available for use in the facility unless approved by the State Fire Marshal.			A review of policies and procedures and three client health records meets the requirements and is in compliance with this section of the regulation. The facility has an approved Fire Marshall inspection.
<b>PHF REVIEW PROTOCOL</b>							
YES	NO	N/A					<b>COMMENTS</b>
X				(b) Seclusion as defined in Section 77029 is considered to be a physical restraint.			
X				(c) Exclusion timeout as defined in Section 77010 is considered to be a physical restraint.			
X				(d) Treatment restraint, as defined in Section 77033, shall be accomplished by a soft tie only, so as not to cause harm to the patient and shall only be used during medically prescribed treatment or diagnostic procedures.			
				<b>77103. BEHAVIORAL RESTRAINT AND SECLUSION</b>			
X				(a) Behavioral restraint and seclusion shall only be used as a measure to protect the patient from injury to self or others.			A review of policies and procedures and three client health records wherein behavioral restraints and/or seclusion were applied revealed that the facility is in compliance with this section of regulation.
X				(b) Behavioral restraint and seclusion shall only be used upon a physician's or clinical psychologist's written or verbal order, except under emergency circumstances. Under emergency circumstances behavioral restraint may be applied and then an order obtained as soon as possible, but at least within one			

			hour of the application. Telephone order shall be received only by authorized professional staff, shall be recorded immediately in the patient's health record and, within twenty-four (24) hours, weekends and holidays excepted, and signed by the prescriber.	
X			(c) Behavioral restraint and seclusion shall not be used as punishment or as a substitute for more effective programming or for the convenience of the staff.	
X	X		(d) Orders for behavioral and seclusion shall be in force for not longer than 24 hours.	One S/R client record, the S/R order was not dated.
X			(e) There shall be no PRN orders (as needed orders) for behavioral restraint and seclusion.	
X			(f) Patients in restraint shall remain in staffs' line of vision and shall be afforded protection from other patients who may be in the area.	
X			(g) A patient placed in behavioral restraint or seclusion shall be checked at least every 15 minutes by a professional staff to assure that the restraint remains properly applied or that the patient has not harmed him or herself. A written record shall be kept of those checks and maintained in the individual patients health record.	
X			(h) Regular range of motion exercise of at least ten (10) minutes every two (2) hours shall be provided to restrained patients. When range of motion is contraindicated, a physician or a psychologist shall document the reason in the patient's record.	
X			(i) Behavioral and treatment restraints shall be utilized only with patients being treated pursuant to Section 5150 et seq. of the Welfare and Institution Code or who are judicially committed.	

PHF REVIEW PROTOCOL

YES	NO	N/A	COMMENTS
		X	77104. POSTURAL SUPPORTS
			(a) Facilities shall have written policies and procedures concerning the use of postural supports.
			(b) Postural supports shall be designed and applied for speedy removal in case of emergency.
			(c) Postural supports shall be designed and applied: (1) Under the supervision of a physical or occupational therapist. (2) In accordance with principles of proper body alignment, with concern of circulation and allowance for change of position. (3) To improve a patient's mobility and independent functioning.
	X		77105. CLINICAL RESEARCH Prior to implementing any research projects involving human subjects that were not approved with the initial program plan, a supplemental patient care program plan shall be submitted to the Department of Mental Health for approval or denial. All research projects involving human subjects shall meet the requirements of all applicable state and federal laws and regulations.
			The facility does not have clinical research program.