

AGREEMENT FOR SERVICES 520-S1411
Acute Inpatient Mental Health Services

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 BHC Health Services of Nevada, Inc., a Nevada Corporation and subsidiary of Universal Health Services, Inc., doing business as West Hills Hospital whose principal place of business is 1240 East Ninth Street, Reno, NV 89512 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is The Corporation Trust Company of Nevada, 311 S Division St, Carson City, NV 89703

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 to be responsible, 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. 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.
- G. 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.
- H. 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)
- I. 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)
- J. 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, “ Authorization Statement” and incorporated by reference herein.
- K. Uniform Bill (“claim(s)”)- The standard, uniform bill (UB) for institutional healthcare providers used throughout the U.S. The UB-04, or its successor, is used by hospitals, nursing homes, hospice, home health agencies, and other institutional providers.

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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 Washoe for clients of the County of El Dorado, 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.

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. 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 claim and medical record, County Utilization Review shall approve or deny days requested. County Utilization Review shall then mail the completed claim 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 claim 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 claim and attached medical records as submitted by Contractor. Short-Doyle / Uninsured Client claims may reflect separate per diem rates and Inpatient Psychiatric Support Services rates, or may be incorporated into a single combined rate, consistent with the Rate Schedule incorporated herein.
- c. County will perform eligibility and financial determinations, in accordance with DHCS/MHSD 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.)

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and cover the period March 1, 2014 through February 28, 2019, unless terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

ARTICLE IV

Compensation for Services:

- A. Rates: For the duration of this Agreement, reimbursement for services provided to both children and adults under this Agreement shall be at the rates established between the Contractor and the County for services for children or adults. In the event that the Agreement between Contractor and County establishes only a rate for adults, only a rate for children, or one rate for both adults and children all services provided under this Agreement shall be charged at the single rate set forth in Exhibit B, "Rate Schedule Medi-Cal and Short-Doyle Clients" attached hereto and incorporated by reference herein. The 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.
- B. Hospital Inpatient Medi-Cal Rate:
 - 1. The per diem rate is all-inclusive and shall be 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)).
 - 2. 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))
- C. 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 rates, are all-inclusive including hospital based ancillary services, professional fees and routine hospital services.

County Short Doyle/Uninsured clients who may present at Contractor's facility without being referred by County 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.

- D. Hospital Administrative Day Services: The rates established by the CA Department of Health Care Services, Mental Health Services Division ("DHCS/MHSD") 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 DHCS/MHSD 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."
1. *Administrative Day Medi-Cal Rate*: The rate shall be no greater than the daily rate negotiated between the Contractor and the County herein, and is inclusive of all inpatient hospital services including hospital based ancillary services, professional service fees, and routine hospital services
 2. *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 include the Psychiatric Inpatient Professional Services Rates, only if services of a psychiatrist are provided.
- E. 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 claims directly to County for any Inpatient Psychiatric Support Services provided to Medi-Cal beneficiaries.

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 claims no later than thirty (30) 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."

Claims/Remittances: Claims / 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."

Mail claims to:	Mail remittance to:
Health & Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Accounts Payable	West Hills Hospital 1240 E. Ninth Street Reno, NV 89512 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 claim(s) identifying services rendered, except as set forth in the paragraph titled "Client Billing" herein.

Claims shall be submitted along with supporting medical records documentation as noted below, for review and authorization. Claim for services shall include:

1. Backup documentation to support the claim, including, but not limited to, Treatment Authorization Request (TAR), or Authorization Statement, and supporting medical records, and
2. Bear the Subcontractors name, exactly as shown on the Agreement, and
3. Bear the Agreement Number 520-S141, and
4. Identify the expense, billing and/or performance period covered on claim, and
5. Be signed by authorized personnel.

Contractor may appeal a County disallowance as provided in Title 9, California Code of Regulations, Section 1850.315.

ARTICLE V

Maximum Obligation: The maximum compensation payable by the County under this Agreement shall not exceed \$200,000 during any fiscal year, which shall be defined as the period commencing July 1 and ending June 30 of the following calendar year.

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ARTICLE VI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

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 VIII

Audit by California State Auditor: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE IX

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" in effect at the time services are provided. Said plan is available at <http://www.edcgov.us/HHSA/> Contractor Resources, "Mental Health Plan."¹ 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 are not limited to:

- A. Audit and Inspection Rights;
- B. Child Support Compliance Act, pursuant to Public Contract Code 7110;
- C. 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;
- D. Client Rights;
 1. Welfare and Institutions Code 5325.
 2. Title 9, California Code of Regulations (CCR") §§ 860 through 868.
 3. Title 42, Code of Federal Regulations, § 438.100.
 4. 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.
- E. Drug Free Workplace - Workplace Act of 1990 (Government Code § 8350 et seq.);

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

- F. 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;
- G. Federal Law:
 - 1. Title 42, United States Code;
 - 2. Title 42, Code of Federal Regulations, to the extent that these requirements are applicable;
 - 3. Title 42, CFR; Part 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (“PIHP”), if applicable;
 - 4. Title 45, CFR, Parts 160 and 164, Subparts A and E, to the extent that these requirements are applicable;
 - 5. Title VI of the Civil Rights Act of 1964;
 - 6. Title IX of the Education Amendments of 1972;
 - 7. Age Discrimination Act of 1975;
 - 8. Rehabilitation Act of 1973;
 - 9. Titles II and III of the Americans with Disabilities Act;
 - 10. Deficit Reduction Act of 2005; and
 - 11. Balanced Budget Act of 1997.
- H. State Law:
 - 1. Division 5, Welfare and Institutions Code (W&I Code);
 - 2. Part 2 (commencing with Section 5718), Chapter 3, W&I Code;
 - 3. Part 2.5 (commencing with Section 5775), Chapter 4, Division 5, W&I Code;
 - 4. Article 5 (Sections 14680 – 14685), Chapter 8.8, Division 9, W&I Code; and
- I. Title 9, California Code of Regulations, Chapter 11 (commencing with Section 1810.100) – Medical Specialty Mental Health Services, if applicable.
- J. 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.);
- K. 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);
- L. 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").
- M. Federal Contractor Exclusions: Pursuant to Title 42, US Code § 1320a-7 and 1320c-5, and Welfare and Institutions Code § 14123.
- N. 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).

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ARTICLE X

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, Mental Health Services Department, Mental Health Contractor Resources, “Mental Health Plan,”² and incorporated herein by reference.

ARTICLE XI

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 XII

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.

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

Contractor has provided a statement which describes how it will conduct Performance Improvement activities, in accordance with Exhibit C, "West Hills Hospital 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.

ARTICLE XIII

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 XIV

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 XV

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 XVI

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 XVII

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 XVIII

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 XIX

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 XX

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 shall notify County in writing as provided in 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 XXI

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 successor

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

WEST HILLS HOSPITAL
1240 E. NINTH STREET
RENO, NV 89512
ATTN: ALLISON ZEDNICEK, CEO, or successor

Or to such other location as the Contractor directs.

ARTICLE XXII

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 XXIII

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 XXIV

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.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing 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 XXV

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XXVI

Debarment and Suspension: Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to **45 CFR 76**.

By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 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 Paragraph b(2) herein;

- D. Have not within a three (3)-year period preceding this application/proposal/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 covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**), 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 covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

ARTICLE XXVII

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. 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 for the umbrella policy, 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 XXVIII

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 XXIX

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 XXX

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 contract 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 XXXI

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 XXXII

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 XXXIII

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: 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, as well as a County-issued "Payee Data Record" form with the County.

ARTICLE XXXIV

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 XXXV

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 XXXVI

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 XXXVII

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 XXXVIII

Force Majeure: No party shall be in default if performance of any obligation hereunder is rendered impossible or impracticable solely by unforeseen and supervening conditions beyond such party’s control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements. If Contractor’s full performance is rendered impossible or impracticable, Contractor will accept as full compensation a proportionate payment for work completed.

ARTICLE XXXIX

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 XL

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.

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ARTICLE XLI

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: Cheree Haffner Dated: 5/7/14
Cheree Haffner, Manager of Mental Health Program
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 5/7/2014
Don Ashton, M.P.A. Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement 520-S1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"


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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

BHC HEALTH SERVICES OF NEVADA, INC.,
Doing business as WEST HILLS HOSPITAL

By:  _____
Allison Zednicek, CEO
"Contractor"

Dated: 4/22/14

Kgl/sk

Exhibit "A"
County of El Dorado
HEALTH AND HUMAN SERVICES AGENCY
Mental Health Division

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 520-S1411.

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
COUNTY of EL DORADO
HEALTH AND HUMAN SERVICES AGENCY

Rate Schedule
Medi-Cal and Short-Doyle Clients

Current Psychiatric Inpatient Hospital Provider No: 1730287319
 Provider Type 72; border provider.

Accommodation / Revenue Code		Description		Rate
00124	PA	Rm/Brd – Semi Private, 2 Bed Psych	Adolescent	\$936.00
00124	PB		Adult	\$936.00
00169		Administrative Day	All	\$521.19

Exhibit "C"
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014
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Exhibit C
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014

MISSION

West Hills Hospital provides collaborative mental health services between the patient and our hospital to restore and improve patient mental health and quality of life.

We do this through optimal use of human, fiscal and environmental resources while maintaining a safe, ethical and supportive continuum of care.

We endeavor to demonstrate this by continuous quality improvement and regulatory compliance. This is accomplished through our commitment to the values of compassion, integrity, respect and responsibility.

Our commitment embraces:

- Respect and sensitivity for the individual
- Fair and consistent treatment
- Provision of one level of care for all patient
- Encouragement of employee ideas and perspectives
- Involvement of employees in decisions that affect them
- Empowerment of employees to act upon decisions made
- Fosters teamwork and harmony
- Provide opportunities for skill development, education and professional growth
- A shared vision of the company's mission and strategic direction

Within the framework of this mission, we seek to provide quality customer service to all those listed above, and the best clinical outcome possible. The focus of our daily activities will be on our internal and external customers, with an attempt to meet the expectations of those we serve within the constraints of the ever-changing healthcare field.

Value in healthcare is the appropriate balance between good outcomes, excellent care and services, and costs. To add value to the care and services provided, West Hills Hospital staff needs to understand the relationship between perception of care, outcomes, and costs and how the processes carried out affect these issues.

Performance Improvement/Quality Council (PI/QA) focuses on improving the important functions and processes of the organization in order to increase the quality of care and patient outcome, to enhance the value of its services and to improve operational efficiency.

I. PURPOSE:

The purpose of the Performance Improvement/Quality Council Plan (PIP/QAP) is to:

1. Determine priorities for improving systems, processes, and patient safety activities.
2. Identify a framework for improving and sustaining improved performance of organization wide systems and processes through a planned systematic approach of plan, design, measurement, analyzes and improvement of services provided.

Exhibit C
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014

This plan supports the concept that, through collaboration, systems will be more effective, staff will have greater skills, and patient outcome components will be improved.

Through ongoing endeavors of the leadership of the medical, professional, clinical support and administrative staff, this facility strives to provide the best possible care and services with available resources, while being consistent with the mission, vision, values, goals and objectives, and plans of the organization.

II. GOAL:

To provide a framework and motivation for improvement of patient health outcomes and customer satisfaction by design of effective, organization-wide processes followed by measurement, assessment, and improvement of those processes.

OBJECTIVES:

- To establish data bases internally and externally that will allow scientific measurement of the improvement processes, outcomes of the actions taken and reporting this information by aggregate or individual analysis
- To continue to provide staff education regarding the principles and tools of Performance Improvement/Quality Council
- To provide criteria for identifying and prioritizing improvement, and patient safety activities.
- To involve all services and disciplines in improvement activities
- To synthesize information obtained from performance outcome data when determining priorities for improving systems/ processes
- To facilitate the assessment of individual competence and performance including physician peer review on an ongoing basis
- To provide the framework for planning, directing, coordinating and improving patient care and patient safety for psychiatric and addiction services for Inpatient and Outpatient Programs
- To support the design of new processes, assist in the implementation, determine criteria for assessment of effectiveness
- Prioritize initiatives, formulate teams to develop, implement and analyze action plans.

III. Scope

The Performance Improvement/Quality Council Plan is dedicated to improving patient care, patient safety, and value of service and thereby the performance of all professionals. In doing so, the provision of the highest quality and most appropriate care is achieved. The scope of the Performance Improvement/Quality Council Plan covers all aspects of the organization. Occurrences that are outside of the Hospital's expected performance standards will be evaluated. These will also include evaluations of sentinel and adverse clinical events as defined by the Joint Commission.

Exhibit C
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014

IV. ORGANIZATION AND RESPONSIBILITY

The framework for the scope of care and services is identified by the leadership of the organization. This is accomplished through direction, implementation, and coordination. The ultimate improvement of services throughout the organization is recognized as the responsibility of all the leaders of the organization.

The scope of the PI/QA Program includes at least the activities identified for the following structures.

A. GOVERNANCE

Role

The Board delegates responsibility of the implementation of the Performance Improvement/Quality Council Plan and day-to-day operations that are based on Performance Improvement/Quality Council to the Chief Executive Officer (CEO) and the Medical Staff (MS). The Board further authorizes the CEO and Medical Staff to establish and maintain the appropriate departments and committees to execute this plan.

Responsibility

The Board of Directors has the ultimate authority and responsibility for adopting an organization-wide plan to assess and improve the quality of care provided and to assure quality care that is:

1. Efficacious and appropriate for each individual patient/resident;
2. Available in a timely manner to those persons who need it;
3. Effective and continuous with other care and care providers, and that it is efficient, caring and respectful.

B. Medical Executive Committee

Role

To direct specific performance improvement/Quality Council activities and provide peer review routinely and when patient care concerns are identified as well as determine the use of the information in the peer review process and in renewing or revising of clinical privileges.

Responsibility

The Medical Staff is responsible to participate in the performance improvement/Quality Council process to improve clinical and non-clinical processes that require medical staff/professional staff leadership or participation. Where a clinical process is the primary responsibility of physicians, physicians Champions take the leadership role in improving the process.

The Medical Executive Committee, as the representative of the Medical Staff, is responsible for the organization of the performance improvement/Quality Council

Exhibit C
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014

activities of the medical staff. The Medical Executive Committee carries out the following activities.

1. Receive and act on reports from Performance Improvement/Quality Council Committee, medical staff committees, clinical programs and other department/service areas relevant to patient care.
2. Communicate to medical staff members' findings, conclusions, recommendations, and actions taken to improve organizational performance.

C. Leadership

Role

The leaders set expectations, develop plans, and manage processes to assess, improve, and maintain the quality of governance, management, clinical, and support activities.

Membership

In addition to the Board of Trustees, the leadership of the facility includes the Chief Executive Officer, Chief Financial Officer, officers of the Medical Staff, Facility Medical Director, Program Medical Directors, and members of the Senior Management Team which includes representation from all department/ services in the organization.

Responsibility

They are responsible for the implementation of the Performance Improvement/Quality Council Program.

1. Planning
 - a. Establish mission and vision statements for the organization that reflect range, strategic, and operational plans; resource allocation; and development of organizational and corporate policies
 - b. Directing and designing new services and processes for the delivery of services
 - c. Ensure that patient care and support services are well organized, directed and through the annual review of performance evaluations, is staffed in a manner commensurate with the scope of services offered by each program
2. Implementing and coordinating services. After a service is planned, it is important to assure integration of patient care and support services throughout that continuum of care.
3. Improving Services
 - a. Establish and approve goals and objectives for each program, department, and any facility-wide services
 - b. Oversee the design of a program to monitor performance through data collection, analyze current performance, and improve and sustain improved performance

Exhibit C
WEST HILLS HOSPITAL
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2014

V. Performance Improvement Committee

Role

The role of the Performance Improvement/Quality Council Committee is to facilitate the organization in the plan, design, analysis, and improvement of processes and patient safety activities. The Committee has broad authority to solicit ideas and opinions from within the entire organization and enlist participation of any individuals within the facility.

Structure

The Performance Improvement/Quality Council Committee is a multidisciplinary team led by the CEO or designee and comprised of the leadership team and as needed, other representatives from the medical staff, and from all levels of the organization as designated by function necessary to the Committee.

Responsibility

The Performance Improvement/Quality Council Committee is responsible for the following:

- A. Development of the Performance Improvement/Quality Council Plan (*design*)
- B. Coordinate organization-wide performance improvement activities as designed in the PI/QA Plan (*function*)
 - 1. Ensure that patient care areas and organizational functions are included in the performance improvement process.
 - 2. Management of the hospital's patient safety program.
- C. Establish internal systems of measurement to evaluate compliance with community and Corporate-driven standards. Implementation of a systematic process to collect data used to: (*measure*)
 - 1. Monitor the performance of processes that involve risks or may result in sentinel events
 - 2. Monitor performance of areas targeted for future study
 - 3. Monitor improvements in performance
 - 4. Measure level of performance and stability of important existing processes
- B. Prioritize and select critical issues for improvement. Facilitation of facility-wide performance improvement activities of aggregation and analysis of data (*assess*)
 - 1. Ensures that data are systematically aggregated and analyzed on an ongoing basis
 - 2. Ensures that appropriate statistical techniques are used to analyze and display data
 - 3. Assists the organization to compare its performance over time and with other sources of information
 - 4. Assists analyzing undesirable patterns or trends in performance that could lead to critical, or sentinel events
 - 5. Assists in identifying areas for possible improvement of existing processes and patient safety
 - 6. Ensure that improved performance is achieved and sustained

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WEST HILLS HOSPITAL
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7. Sanction Performance Improvement Teams, coordinate and delegate performance improvement activities
- E. Increase awareness and involve staff at all organizational levels in performance improvement activities (*improve*)
- F. Review the results of all monitoring evaluation and performance improvement activities, synthesize the collected data to evaluate the effectiveness of PI/QA activities, modify activities based on findings (*design-redesign*)
 1. Evaluate the effectiveness of the PI/QA Program annually, assess achievement toward established goals, revise as indicated
 2. Ensure that new or modified processes are designed well
- G. Regular communication with the Medical Staff and Board of Directors through reporting of PI/QA 2014 Primary Performance Improvement Initiatives.

VI. Performance Improvement Teams

Role

Performance Improvement Teams are identified and appointed by the Performance Improvement/Quality Council Committee to evaluate processes, key functions, or services. Team members are selected based on their knowledge, experience, and involvement with the process and the mission boundaries.

Responsibility

1. The teams will analyze the process selected using various statistical tools and techniques
2. The team leader will coordinate the meetings, and ensure that a record of all completed reviews, evaluations, and process improvement activities is maintained
3. The team leader will assign responsibility for time-keeper, scribe, and may assume responsibility for facilitator
4. A physician co-leader will be assigned as indicated
5. The teams will identify performance measures appropriate for monitoring performance of the process being studied, including but not limited to:
 - a. measures identifying events they were intended to measure
 - b. measures with a documented numerator and denominator statement or description to which measure is applicable
 - c. measures with defined data elements and allowable values
 - d. measures with detectable changes in performance over time
 - e. measures allowing comparison over time
6. The teams will present their recommendations for improvement of the defined process to the Performance Improvement Committee.

Exhibit C
WEST HILLS HOSPITAL
PERFORMANCE IMPROVEMENT/QUALITY COUNCIL PLAN
2014

VII. Scope of Performance Improvement/Quality Council Activities

Plan

This facility uses a systematic approach for improving performance, and establishes necessary processes and mechanisms. In order to achieve appropriate collaboration in an interdisciplinary manner; an organized, systematic, organization wide approach to process design and performance measurement, analysis and improvement is indicated.

Priorities are identified through various organizational activities, which include but are not necessarily limited to development of mission and vision, strategic planning and budget development. A data-driven prioritization shall be adhered to. The following criteria will be utilized when synthesizing data and reviewing recommendations to determine the prioritization of identified opportunities for improvement.

High Risk + High Frequency
High Risk + Low Frequency
Low Risk + High Frequency
Low Risk + Low Frequency

Design

When a need or opportunity arises for a new process or service, or function or process significantly changes within the organization, the goal is to design an effective and safe process. The concepts of performance improvement will be applied to provide a basic set of performance expectations that can be measured, assessed, and improved over time.

The leadership, through the Senior Management Team and the Performance Improvement/Quality Council Committee, designs and executes a mechanism through which the plan is carried out. They set priorities for improvement, and assign responsibility for improving organizational performance facility-wide. They provide necessary resources, recommend time and space, and promote collaboration.

The following parameters will be considered prior to implementation of new processes or projects:

1. Ensure that is it consistent with the mission and plans of the hospital
2. Ensure that patient safety has been considered
3. Ensure that the hospital has considered the latest information and literature
4. Ensure that we have considered comparative data to see if such a project has worked in other facilities
5. Ensure that baseline performance expectations have been established
6. Ensure that it is consistent with the needs and expectations of key constituents
7. Ensure that it is consistent with sound business practice/ principles

Measure

To objectively review the organizations performance, data are systematically gathered on key processes and outcomes related to patient care and organizational processes. Information is gathered from a variety of sources. Data are collected by medical record review, from Information Management services, patient satisfaction surveys, employee surveys, and

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WEST HILLS HOSPITAL
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2014

external sources (HBIPS), payers, etc. Data collection is based on our mission, available resources, and functions as well as concerns from our patients, their families, staff, payers, and other customers. The following functions have been determined to have the greatest impact on outcomes at West Hills Hospital:

1. Patient-focused functions:
 - a. Patient rights and organizational ethics
 - b. Assessment of patients
 - c. Care of patients, including
 - i. Medication use
 - ii. Restraint use
 - iii. Seclusion
 - d. Care or services provided to high-risk populations and Education
 - e. Continuum of care
 - f. Patient Satisfaction
2. Organization functions:
 - a. Improving organization performance
 - b. Leadership
 - c. Management of the environment of care
 - d. Management of human resources
 - e. Management of information
3. Risk management
4. Utilization management
5. Quality control
6. Staff opinion and needs / Staff satisfaction
7. Outcomes of processes or services
8. Customer needs and expectations
9. Infection control and surveillance reporting
10. Financial data
11. Appropriateness and effectiveness of pain management
12. Competency, patterns and trends of staff's learning needs
13. Staffing effectiveness based on combined clinical and human resource indicators that affect all patients.

Data is also collected to monitor the performance of processes that involve risks or may result in sentinel events in other organizations. The Safety/ Risk Management Committee reviews pertinent information obtained from the Sentinel Event Alert EOC/Safety published and distributed by The Joint Commission. Annually the hospital reviews The Joint Commission Safety Goals, and implements those goals identified to improve the safety of our patients based on external and internal process improvements. The Patient Safety Council/EOC Committee determines whether the information reviewed is relevant to this organization and is responsible for making follow-up recommendations to the Performance Improvement Committee.

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The organization also participates in the Quality Net; which is a pilot project with Joint Commission. The HBIPS project is an external monitoring system, which provides both an internal and external reference database on comparison issues that affect a substantial patient population. It measures and tracks patient treatment outcomes. The HBIPS indicators are as follows:

- HBIPS-1: Assessment of violence risk, substance use disorder, trauma and patient strengths completed.
- HBIPS-2: Hours of restraint use
- HBIPS-3: Hours of seclusion use
- HBIPS-4: Patients discharged on multiple antipsychotic medications.
- HBIPS-5: Discharge assessment and aftercare recommendations are sent to next level of care providers upon
- HBIPS-6: Continuum Care Plans
- 2014 Addition: 1 Alcohol Use Screening

Aggregation and Analysis

The data collected are transformed into information by aggregating and analyzing the data so that conclusions may be drawn about its performance of a process or the nature of the outcome. An attempt is made to answer the following questions when completing data analysis:

1. What is our current level of functioning?
2. How stable are our current processes?
3. Are there areas that could be improved?
4. Was a strategy to stabilize or improve performance effective?
5. Did we meet design specifications for processes?

Data are systemically aggregated and analyzed on an ongoing basis. The frequency with which the data are aggregated is determined by the activity being studied. Appropriate statistical techniques are utilized to analyze and display data. Some tools include, but are not limited to:

1. Run charts
2. Control charts
3. Histograms
2. Pareto charts
4. Cause-and-effect or fishbone diagrams

The organization compares performance over time with similar organizations, with standards, and best practices. External sources for comparison include:

1. Performance compared to performance of similar processes in other organizations
2. Performance compared to external sources of information.
3. Recent scientific, clinical and management literature
4. Well-formulated practice guidelines or parameters
5. Performance measures
6. Standards that are periodically reviewed and revised

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Undesirable patterns or trends in performance are intensively analyzed per policy if comparisons show that:

1. Important single events, levels of performance, patterns or trends vary significantly from those expected
2. Performance varies significantly and undesirably from other organizations
3. Performance varies significantly and undesirably from recognized standards or practice guidelines
4. The occurrence of a sentinel event as defined by TJC.

Intense analysis (Root Cause Analysis) will be performed when, but not limited to when the following events occur:

1. The event has resulted in the unanticipated death of major loss of function not related to the natural course of the patient's illness or underlying condition
2. Suicide of an inpatient
3. Rape
4. Significant suicide attempt (that does not result in a major loss of permanent function)
5. Patient death or serious disability associated with the use of contaminated drugs, devices, or biologics
6. Patient death or serious disability associated with the misuse or malfunction of a device
7. Patient death associated with a fall suffered in the hospital
8. Sexual assault of a patient

Failure Mode Effects Analysis (FMEA) is selected each year as a prevention measure, the selection process is based upon a numerical value totaling severity, occurrence and detection systems: 2014 MEDICATION ADMINISTRATION PROCESS

Improve

Performance improvement/Quality Council is achieved and sustained through prioritization of improvement activities, using appropriate resources and involving appropriate staff, disciplines and departments closest to the process, function, or service identified for improvement.

Changes to improve performance are identified, planned, and tested. Effective changes are incorporated into standard operating procedure. As well, improvements are sustained through staff education, data collection on the improvement and feedback between staff and leaders.

VIII. Organization Wide Approach Performance Improvement Model

The Focus-PDCA Model, which is an extension of the Shewhart/ Deming Model, is the approved methodology for Performance Improvement Team activities. To ensure that consistent databases can be developed and shared, this will be the only approach.

Phases of this Model include: (preliminary steps): Focus

- F - Find a process to improve
- O - Organize a team that knows the-process
- C - Clarify current knowledge of the process
- U - Understand causes of process variation

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S - Select the process improvement

Analysis and Improvement Step: PDCA

- P - Plan (set goals, design process)
- D - Do (data collection and analysis)
- C - Check (verify results and variances in performance)
- A - Act (implement revisions/corrective actions)

All employees are educated on the use of this model during new employee orientation.

IX. Annual Review and Evaluation of Performance Improvement/Quality Council Program

The Performance Improvement/Quality Council Plan is reviewed and evaluated at least annually to ensure that the program is comprehensive, shows minimal duplication of effort, is cost effective, maintains performance improvement principles, results in improved patient care outcomes and clinical performance and meets the needs of the organization and the community it serves.

In evaluating the PI/QA Plan, the following questions will be considered:

1. Are the plan's goals being met with the current objectives?
2. Are the strengths of the program maintained? Are weaknesses corrected?
3. Are the plan's goals and activities meeting current standards, regulations and other review requirements?
4. Are the program's activities comprehensive, involving all relevant functions?
5. Are the leaders cognizant of their roles?
6. Are important and meaningful problems/ issues identified, analyzed, and resolved?
7. Are program activities adequately and accurately documented?
8. Are reporting mechanisms adequate (frequent enough? clear communication tools?)
9. Are PI findings being used to plan education programs to facilitate resource allocation and to compliment performance appraisals and the appointment/ reappointment process?
10. Is the program coordination conducted efficiently and effectively?

Outcomes from the analysis are integrated into the goals and the objectives of the facility, programs, and departments/services. Revisions to the program will be presented to the Medical Executive Committee, and the Board of Trustees for review and approval.

X. Confidentiality

Policies pertaining to confidentiality are strictly enforced. All Committee members will sign a confidentiality agreement annually to protect any information disclosed during the meeting. *(See attachment A)*

Performance improvement/Quality Council information is maintained in a manner that will preserve its character as not discoverable or admissible in a court of law as provided by Federal and State law.

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APPROVAL SIGNATURES:

Governing Board: _____ Date: _____

Chief Executive Officer: _____ Date: _____

Chief of Staff: _____ Date: _____

Medical Director: _____ Date: _____

Director, PI: _____ Date: _____

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Reference: Joint Commissions Standards Manual

Attachment A

West Hills Hospital
Confidentiality Agreement

As a member of the Performance Improvement/Quality Council Committee and Medical Executive Committee I will be involved in the measurement, assessment and performance improvement of governance, management, clinical and/ or support functions and processes of the organization. I will also be involved in the in-depth assessment of patient care information to support the quality management, utilization management, and governing bodies.

As a Committee member, I recognize that I will be dealing with confidential information. I agree to respect and maintain the confidentiality of all disclosures, deliberations, records and other information generated in connection with my activities and to make no disclosure of such information except to persons authorized to receive it in the conduction of administrative, governing body, and/ or medical staff activities.

This agreement is made to support and comply with the applicable provisions of the Federal Health Care Quality Improvement Act of 1986 as described in Section 3, Title 10USC 1102.

Signature: _____ Date: _____

Position: _____ Department: _____