

**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**

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**Blue Cros 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: \_\_\_\_\_

**COUNTY OF EL DORADO:**

By: \_\_\_\_\_

Norma Santiago, Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

***ATTEST:***

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

By: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_



**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.