

**AGREEMENT FOR SPECIAL SERVICES
BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL
AND
MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL (BBHH)**, located at 5201 White Lane, Bakersfield, CA (hereinafter referred to as "Contractor").

WHEREAS, COUNTY wishes to contract for special services, which consist of acute psychiatric hospital services from CONTRACTOR on behalf of COUNTY's beneficiaries; and

WHEREAS, CONTRACTOR owns and operates an acute psychiatric hospital, pursuant to Government Code Title 22, Section 71005 et seq. of the Welfare and Institutions Code This facility is designated by COUNTY's Board of Supervisors as an acute psychiatric hospital in Kern County that shall provide for the initial medical and psychiatric evaluation, and hospitalization for the primary care of COUNTY's Beneficiaries.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide acute psychiatric hospital services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to those detailed in Exhibit C "Scope of Work."

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit C	Scope of Work
Exhibit E	HIPAA Business Associate Addendum
Exhibit G	Disclosure of Ownership
Exhibit I	Mental Health Services-Additional Terms and Conditions
Exhibit P	Rates/Fiscal Terms
Attachment 1	UB04 Claim Form

2. TERM

The term of this Agreement shall commence on the 1st day of December, 2017, and continue until the 30th day of June, 2019, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

County agrees to pay Contractor at the rates set forth in Exhibit B, for all work detailed in Exhibit C. No other fees or expenses of any kind shall be paid to Contractor in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name: Bakersfield Behavioral Healthcare Hospital
Address: 5201 White Lane
City/State/Zip: Bakersfield, CA 93309

Contractor may request that County mail the check to Contractor, to such other address as Contractor may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. PRICING CONDITIONS

County agrees to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed rate defined in Exhibit B.

County shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

5. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE

OF SERVICES." Payment shall be made in the following manner:

Contractor shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by County, for services it has provided and for the amount owed under this Agreement. In addition to the invoices submitted by the Contractor for payment, Contractor must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification". (www.irs.gov/pub/irs-pdf/fw9.pdf) Both invoices and the W-9 form shall be forwarded to the County at the County address indicated under Section "NOTICES" of this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by County as deemed necessary by County to properly evaluate or process Contractors claim.

Upon approval by County, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a proper invoice.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT-Refer to EXHIBIT I, Section 6

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service,

charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o	Contractor
Behavioral Health and Recovery Services	BBHH
Attn: Managed Care	5201 White Lane
P.O. Box 2087	Bakersfield, CA 93309
Merced, CA 95344	

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and

CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE- See EXHIBIT C

10. TERMINATION FOR CAUSE- See EXHIBIT C

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and

property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.
5. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION- See EXHIBIT C

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall

hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS See EXHIBIT I, Section 15

16. OWNERSHIP OF DOCUMENTS- See EXHIBIT I, Section 16

17. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise,

regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that

enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

COUNTY OF MERCED
A Political Subdivision
of the State of California

BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL

By _____
Chairman, Board of Supervisors

By _____

Date

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
Deputy

By _____
Yvonnia Brown, MSW
Director
Behavioral Health and Recovery Services

Budget Unit: 41503
Account: 32870

EXHIBIT C-SCOPE OF SERVICES

DEFINITIONS

Acute Administration Day

“Acute Administrative Day” means those days authorized for eligible Medi-Cal or Non Medi-Cal beneficiaries for an acute psychiatric hospital stay when, due to the lack of a eligible nursing facility or other appropriate placement, the beneficiary stay must be continued beyond the beneficiary’s need or acute care. Acute Administrative Day(s) are not reimbursable by Medi-Cal for psychiatric health facilities. CONTRACTOR will assist in the efforts to locate appropriate placement for beneficiaries; however, this task remains primarily the responsibility of COUNTY. CONTRACTOR shall initiate an administrative review for medical necessity once a beneficiary exceeds a 14-day stay in an acute psychiatric hospital.

Consumer/Beneficiary

“Consumer” or “Beneficiary” means any individual certified as eligible for services under Section 51000.2, Title 22, California Code of Regulations (CCR).

Delegate

“Delegate” means any natural or corporate person to whom CONTRACTOR attempts, by contract or otherwise, to transfer the primary liability to perform a covenant assumed in this Agreement.

Department

“DEPARTMENT” means the California State Department of Mental Health Services.

Fiscal Intermediary

“Fiscal Intermediary” means an individual or entity who has contracted with the DEPARTMENT to perform fiscal intermediary services related to this Agreement, as specified in Section 14104.3 of the Welfare and Institutions Codes.

Emergency Services

“Emergency Services” means those services necessary to screen and treat a medical condition that shows itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical care could be reasonably expected to result in one of the following: (a) placing the individual’s health, or, with respect to a pregnant woman, her health or her unborn child’s

health, in serious jeopardy; (b) serious impairment to bodily function or serious dysfunction of any bodily organ or part; or (c) with respect to a pregnant woman who is having contractions, there is inadequate time to effect a safe transfer to another hospital before delivery or a transfer may threaten the health or safety of the pregnant woman or the unborn child. This term includes emergency screening and stabilizing treatment that the CONTRACTOR is required to provide in accordance with state and federal law.

Psychiatric Hospital Inpatient Services

“Psychiatric hospital inpatient services” refers to services, including emergency services, provided either in an acute care hospital or a freestanding psychiatric hospital for the care and treatment of a beneficiary’s acute episode of mental illness. Services provided in a freestanding hospital may only be reimbursed by Medi-Cal for person’s age 20 or younger or age 65 or older.

Meaning of Words

The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning should be associated with their usage in Sections 5700, et seq. and 14680, et seq. of the Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of mental health care, or unless specifically defined in this Article, or otherwise in this Agreement. “May” is used to indicate a permissive or discretionary term of function. “Shall” is used to introduce a covenant of either COUNTY or CONTRACTOR, and is mandatory.

GENERAL AGREEMENT

General Agreement

- a. CONTRACTOR agrees to render psychiatric inpatient hospital services to eligible beneficiaries/consumers in need of such services and assumes full responsibility for the provision of all acute psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Sections 5700, et seq. and 14680, et seq. of the Welfare and Institutions Code or as otherwise provided in this Agreement.
- b. CONTRACTOR agrees to accept that the rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services in the California Code of Regulations (CCR), CCR, Title 22, Section 71005 et seq, and that the rate structure does not include non-hospital based physician or psychological services. CONTRACTOR agrees to accept the per diem rate, and that rate shall be considered as payment

in full from COUNTY and DEPARTMENT, subject to third party liability and patient share of costs, for these psychiatric inpatient hospital services as provided in this Agreement and CCR, Title 22, Section 71005 et seq. COUNTY agrees to pay CONTRACTOR for such services rendered in accordance with the terms and under the express conditions of this Agreement.

- c. CONTRACTOR shall, at its own expense, provide and maintain facilities, and professional, allied and supportive paramedic personnel to provide all necessary and appropriate psychiatric inpatient hospital services.
- d. CONTRACTOR shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal/Non Medi-Cal contractors.
- e. CONTRACTOR shall at the time of an emergency psychiatric hospitalization, inform the COUNTY Medi-Cal/Non Medi-Cal beneficiary and legal guardian, or adult who has de facto responsibility for beneficiary, that TBS and EPSDT services are available to the beneficiary.
- f. CONTRACTOR agrees that at the time of emergency psychiatric hospitalization admission of COUNTY Medi-Cal/Non Medi-Cal beneficiary, the hospital will make available to the Medi-Cal/Non Medi-Cal beneficiary and legal guardian, or adult who has responsibility for the beneficiary, a copy of the COUNTY brochure entitled "Medi-Cal Services for Children and Young People."
- g. CONTRACTOR shall be responsible to notify COUNTY of any suspensions or de-certification of any credentialed staff.
- h. In an effort to prevent certain individuals and businesses from participating in Federally funded health care programs who may have convictions for program-related fraud and patient abuse, licensing board actions or defaults on Health Education Assistance Loans, CONTRACTOR agrees to provide to COUNTY written certification that no employee, subcontractor or agents of CONTRACTOR is on either list of Federal Health Care Excluded Individuals/Entities.
- i. CONTRACTOR shall designate in writing a person to act as liaison to COUNTY. Such person shall coordinate all communications between parties. The written designation of such person and appropriate contact

information shall constitute the conferral of full agency powers to bind CONTRACTOR as principal in all dealings with COUNTY.

- j. COUNTY shall designate a liaison in conformity with the procedures and with such authority as specified in Exhibit C, Section i. of this Agreement.
- k. Assure all services are provided in the same manner and level to any and all eligible beneficiaries, who are residents of Merced County.
- l. CONTRACTOR shall assure that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special or separate wings, rooms or provision of separate meals, as required by regulations adopted pursuant to Sections 5700 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- m. Take such action as required by CONTRACTOR's medical staff bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.
- n. CONTRACTOR shall bear total risk for the cost of all acute psychiatric inpatient hospital services rendered to each beneficiary covered by this Agreement. As used in this Paragraph, "risk" means that CONTRACTOR covenants to accept as payment in full from COUNTY for any and all psychiatric inpatient hospital services rendered., Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the payment obligation of COUNTY matured under the conditions set forth in this Agreement. The term "risk" also includes, but is not limited to, the cost for all psychiatric inpatient hospital services for illness or injury which results from, or is contributed to, by catastrophe or disaster which occurs subsequent to the effective date of this Agreement, including, but not limited to, acts of God, war or the public enemy.
- o. Beneficiary Eligibility: This Agreement is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any manner. However, in the event the California State Legislature or Congress of the United States enacts a statute, which redefines Medi-Cal eligibility so as to affect the provision of acute psychiatric inpatient hospital services under this Agreement, this new definition shall apply to the terms of this Agreement.

TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County or Contractor at any time

without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, either party shall have no further liability to the other except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

TERMINATION FOR CAUSE

The County or Contractor may terminate this Agreement should either party fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination, the County shall be relieved of making any payments to Contractor, except as provided within Exhibit I, Section 6.

INDEMNIFICATION (MUTUAL)

Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") only if and to the extent adjudicated to be caused by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the Indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR's obligation to indemnify does not extend to any acts or omissions of PROVIDERS

Exhibit E – HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations:”).
- B. The County of Merced (“COUNTY”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”).
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement, “CONTRACTOR,” here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.
- F. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and

which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

- C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:
- 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and
 - 2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to COUNTY and Individuals.** To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or

those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. **Amendment of PHI.** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. **Documentation of Disclosures.** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. **Notification of Breach.** During the term of this Agreement:

1) **Discovery of Breach.** To notify COUNTY **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and
 - iv. A description of the probable causes of the improper use or disclosure;
- 3) **Written Report.** To provide a written report of the investigation to the COUNTY Compliance Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Officer shall approve the time, manner and content of any such notifications.
- 5) **COUNTY Contact Information.** To direct communications to the above referenced COUNTY staff, the Contractor shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY Compliance Officer
Compliance Officer P.O. Box 2087 Merced, CA 95344 KCraig@co.merced.ca.us (209) 381-6818

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Notification of Patient Confidential Communications.** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.
- E. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Officer in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

- A. Failure to detect; or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

5. Termination

- A. **Termination for Cause.** Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those

purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

- A. **Disclaimer.** COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit I – Mental Health Services Additional Terms and Conditions

1. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, SUBCONTRACTOR, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and Welfare and Institutions Code 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.

CONTRACTOR shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

The COUNTY shall not reimburse for past, present or future services rendered by individual that were under employment by CONTRACTOR and have been excluded from federal and state participation.

2. MONITORING

The COUNTY's will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

3. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer of any unusual or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within twenty-four (24) hours of occurrence and, at the request of Managed Care, provide COUNTY with a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the

incident.

4. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

5. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

6. PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement, except for patients remaining or requiring services who may not be legally discharged to the county. Any patient remaining under the care of the Contractor, shall be treated and invoiced after the expiration/termination of the agreement.

7. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.

CONTRACTOR shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

8. QUALITY MANAGEMENT/UTILIZATION REVIEW

CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan. COUNTY shall have access to, and conduct audits and reviews of, records,

policies and procedures incident reports, and related activities it deems necessary to support COUNTY's Quality Management functions.

CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

COUNTY's Quality Assurance Plan: The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

9. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary problem resolution process. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries' from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

10. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California W&I Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient

information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligation under this contract. CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the COUNTY without prior written authorization from the COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

The CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

11. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Merced County Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

12. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

13. COVERED ENTITY

CONTRACTOR represents themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

14. NOTIFICATION OF BREACH

CONTRACTOR shall notify COUNTY of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement ***within 24 hours by email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the “Privacy Incident Reporting Form” located at the following web address:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

COUNTY Compliance Officer
Compliance Officer P.O. Box 2087 Merced, CA 95344 KCraig@co.merced.ca.us (209) 381-6818

15. RECORDS TO BE KEPT; AUDIT OR REVIEW; AVAILABILITY; PERIOD OF RECORD RETENTION

CONTRACTOR covenants that:

a. It shall maintain books, records, documents and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement.

b. The above information shall be maintained in accordance with Medi-Cal principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

c. CONTRACTOR shall also maintain medical records required by Sections 70747 – 70751 of the California Code of Regulations, and other records related to the beneficiary’s eligibility for services, the service rendered, the name of the beneficiary to whom the service was rendered, the date of the service, the medical necessity for the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes “records” for the purposes of this Paragraph.

d. CONTRACTOR’s facility or office, or such part thereof as may be engaged in the performance of this Agreement, and the information shall be subject, at reasonable times, to inspection, audits and reproduction by any duly authorized agents of COUNTY, DEPARTMENT, the Federal Department of Health and Human Services and Comptroller General of the United States. The Federal Department of Health and Human Services and Comptroller General of the United States are intended third party beneficiaries of this covenant.

e. Preserve and make available its records for authorized review for fiscal audits, program compliance and beneficiary complaints, CCR, Title 9, Chapter 11, Section 1810.430 (d)(2). CONTRACTOR shall also make available its

records relating to payments made under this Agreement for a period of ten (10) years from the close of CONTRACTOR's fiscal year.

Should this Agreement be terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of the last payment made under this Agreement.

16. OWNERSHIP OF DOCUMENTS-

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor, excluding medical records, hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

17. FAIR EMPLOYMENT PRACTICES

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment due to race, color, religion, ancestry, gender, age, national origin, physical handicap, sexual orientation, mental condition or marital status. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, age, national origin, sexual orientation, mental condition, physical handicap or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this Fair Employment Practices section.

CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the State, in accordance with applicable law, for the

purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

18. REMEDIES FOR UNLAWFUL EMPLOYMENT PRACTICE

COUNTY may determine an unlawful practice under the Fair Employment Practices section of this Agreement to have occurred upon final judgment having that effect from a court in an action to which CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONTRACTOR has violated the provisions of the Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final.

For unlawful practices under this Fair Employment Practices section, COUNTY shall have the right to terminate this Agreement after a determination has been made. Any loss or damage sustained by COUNTY in securing a replacement CONTRACTOR to render the services contracted for under this Agreement shall be borne and paid for by CONTRACTOR and COUNTY may deduct from any monies that thereafter may become due to CONTRACTOR the difference between the prices named in the Agreement and the actual cost thereof to COUNTY.

CONTRACTOR agrees to comply with Title 2, Division 3, Part 2.8 (Government Code Sections 12900 et seq.), and any amendments thereto and any regulation adopted pursuant to that part.

19. NON-DISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

CONTRACTOR shall not discriminate in the provision of services due to race, color, religion, gender, sexual orientation, national origin, age, or mental or physical handicap as provided by state and federal law.

For the purpose of this Agreement, distinctions on the grounds of race, color, religion, national origin, ethnic orientation, sexual orientation, age, or mental or physical condition or handicap include, but are not limited to, the following: the provision of any service or benefit to a beneficiary in any manner which may be different from, or be provided in a manner different from or at a different time from that provided other patients under this Agreement; subjecting a beneficiary to segregation or separate treatment in any manner related to the receipt of any service; restricting a beneficiary in any manner in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a beneficiary differently from others in the determination of whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services.

CONTRACTOR shall take affirmative action to ensure that services to intended beneficiaries are provided without regard to race, color, religion, national origin, gender, sexual orientation, age or mental or physical handicap.

CONTRACTOR shall not employ unlawful discriminatory practices in the provision of services due to race, color, gender, religion, marital status, sexual preference, national origin, age, or mental or physical handicap in accordance with requirement of applicable State and Federal law.

Notwithstanding other provisions of this section, the CONTRACTOR may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

20. CONTRACTOR'S RIGHT TO ADMINISTRATIVE HEARING

Restriction on CONTRACTOR'S Freedom to Assign Benefits Only Under this Agreement or to Engage in Organizational Change.

COUNTY and CONTRACTOR hereby declare their mutual recognition that the subject matter of this Agreement is personal, being founded upon COUNTY's confidence in the reputation, type and location of facilities, and other personal attributes of CONTRACTOR. For this reason:

Performance obligations assumed under this Agreement shall commence and terminate as indicated in this Agreement, and shall apply to all psychiatric inpatient hospital admissions on or after the date of commencement. This Agreement shall continue until the date of termination, and the rights of termination. However, the terms of this Agreement shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. CONTRACTOR waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Agreement.

EXHIBIT P-RATES/FISCAL TERMS

COUNTY will be responsible for consumers who are referred beneficiaries of COUNTY and will reimburse the non-Federal share for Medi-Cal eligible Merced County residents and the all-inclusive rate for consumers who are not Medi-Cal eligible.

Rates: December 1, 2017 through June 30, 2018:

All-inclusive rate	\$800.00/day
Acute Administrative Day	\$415.95/day

Rates: July 1, 2018 through June 30, 2019

All-inclusive rate	\$950.00/day
Acute Administrative Day	\$415.95/day

Ages 0-21 and 65 and over will be billed on a Treatment Authorization Request (TAR). Beneficiary's chart and completed TAR form must be submitted for review within 14 days of discharge. If beneficiary does not have Medi-Cal, such claim will be processed as a TAR/Short-Doyle and a form UB04 (Attachment 1) must accompany such claim.

Ages 22-64 shall be billed on a TAR/Short-Doyle and a form UB04 must accompany such claim/request.

Rates do not include transportation services. Transportation services shall be billed separately to the COUNTY.

Contingent Liability of COUNTY/State

Provided that there shall first have been a submission of claims, CONTRACTOR shall be paid at the all-inclusive rate per patient day for acute psychiatric inpatient hospital services.

Billing Procedures as Express Conditions Precedent to COUNTY's Payment Obligation

- a. Except with respect to Emergency Services, as an express condition precedent to maturing COUNTY's payment obligation, CONTRACTOR shall determine that acute psychiatric inpatient hospital services rendered are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including but not limited to, a private group indemnification or insurance program or Workers' Compensation. COUNTY will provide CONTRACTOR with information it may have available regarding any such

coverage. To the extent that such coverage is available, COUNTY's payment obligation shall be reduced.

- b. As a further express condition precedent to maturing COUNTY's payment obligation of this Agreement, CONTRACTOR shall submit claims to the fiscal intermediary for all services rendered directly under the terms of this Agreement, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.
- c. A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00 midnight in the facilities of CONTRACTOR. However, one day of service may be billed should the beneficiary be admitted and discharged during the same day, provided that such admission and discharge are not within 24 hours of a prior discharge.
- d. Any patient who is determined to be a potential placement issue will be staffed immediately by the Case Management staff of CONTRACTOR and the COUNTY staff responsible for patient oversight. This staffing must occur at least two weeks prior to the anticipated discharge date, or change in level of care status. Once it has been determined by the physician the patient is no longer appropriate for acute care, all efforts will be exhausted to move the patient to a more appropriate level of care until placement is achieved.

Recovery of Overpayment to CONTRACTOR, Liability for Interest

- a. When an audit or review performed by COUNTY, DEPARTMENT, State Controller's Office, or any other authorized agency, discloses that CONTRACTOR was overpaid during the term of this Agreement, or where the total payments exceed the total liability under this Agreement, CONTRACTOR covenants that any such overpayment or excess payments over liability may be recouped by COUNTY withholding the amount due from future payments, seeking recovery by payment from CONTRACTOR, or a combination of these two methods.
- b. When recoupment or recovery is sought, CONTRACTOR may appeal decisions according to applicable procedural requirements of the regulations adopted pursuant to Sections 5700, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
 - i. The recovery or recoupment shall commence sixty (60) days following the issuance of account status or demand resulting from an audit or review and shall not be deferred by filing a request for an appeal according to the applicable regulations.

ii. CONTRACTOR's liability to COUNTY for any amount recovered under this Paragraph shall be as provided in Section 5700 et seq. of the Welfare and Institutions Code and regulations adopted pursuant thereto.

FINANCIAL STATEMENTS, RECORDS AND AUDITS

On-Site Reviews

In accordance with applicable law, Agents of COUNTY and DEPARTMENT may conduct periodic audits or reviews including on-site audits or reviews, of performance under this Agreement. These audits or reviews may evaluate the following:

- a. Level and quality of care and the medical necessity and appropriateness of the services provided.
- b. Internal procedures for assuring efficiency, economy and quality of care.
- c. Compliance with COUNTY's "Client Grievance Procedures".
- d. Financial records when determined necessary to protect public funds.
- e. CONTRACTOR shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their review.
- f. On-site reviews and audits shall occur during normal working hours with at least 72-hours advanced notice, except when such unannounced on-site reviews and requests for information are made in those exceptional situations where arrangements for an appointment beforehand are clearly not possible or clearly inappropriate to the nature of the intended review.
- g. The COUNTY'S contract monitoring team and clinical managers will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced and unannounced.

Cost Reporting

For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due no later than October 15th, unless a

written extension is approved by the Mental Health Director of COUNTY. Each Annual Cost Report shall be prepared by CONTRACTOR in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials, and other written guidelines which may be provided to CONTRACTOR by COUNTY.

If CONTRACTOR fails to submit accurate and complete Annual Cost Report(s) by agreed upon submission date, then COUNTY shall not make any further payments to CONTRACTOR under this Agreement or at the COUNTY's option, other current or subsequent Agreements with the COUNTY, UNTIL THE ACCURATE AND COMPLETE Annual Cost Report(s) is (are) submitted.

In the event that CONTRACTOR does not submit accurate and complete Annual Cost Report(s) by the established due date, then all amounts covered by the outstanding Annual Cost Report(s) and paid by COUNTY to CONTRACTOR in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding may be demanded as due by CONTRACTOR to COUNTY.

Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s), at the end of each Fiscal Year or portion thereof that Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted as follows:

- a. Cost Reimbursement
Settled to the lesser of actual and allowable costs or charges, not to exceed the applicable Maximum Contract Amount. Reimbursement for Short-Doyle/Medi-Cal funded services shall not exceed the SMA in effect at the time of service delivery.
- b. County Audit Settlements:
If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the mental health services provided hereunder and if such audits finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then the difference shall be due by CONTRACTOR to COUNTY. If such audit finds that COUNTY's dollar liability for such services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's Maximum Contract Amount for the applicable Fiscal Year be exceeded.

Payment Due To County/Method of Payment

Within ten days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify

COUNTY as to which of the following six payment options CONTRACTOR requests to be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be: (1) paid in one cash payment by CONTRACTOR to COUNTY, (2) offset against prior year(s) liability (ies) to CONTRACTOR, (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise, (5) paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed three months, or (6) a combination of any or all of the above. If CONTRACTOR does not so notify COUNTY within ten days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

If CONTRACTOR, without good cause as determined in the sole judgment of Director, fails to pay COUNTY any amount due COUNTY under this Agreement within sixty days after the due date, as determined by Director, then Director, in his sole discretion and after written notice to CONTRACTOR, may assess interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the COUNTY's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. CONTRACTOR shall have an opportunity to present to Director Information bearing on the issue of whether there is a good cause justification for CONTRACTOR's failure to pay COUNTY within sixty days after the due date. The interest charges shall be: (1) paid by CONTRACTOR to COUNTY by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by COUNTY to CONTRACTOR whether under this Agreement or otherwise.

Unless COUNTY has rendered prior written approval, any attempt by CONTRACTOR to make an assignment of the right to receive the contingent payment obligations of COUNTY under this Agreement shall operate as an express condition subsequent to those obligations, discharging COUNTY from what may otherwise have been a matured obligation of performance.

Should CONTRACTOR desire to make an assignment of rights under this Agreement, it shall submit a written application for approval to COUNTY. Such an application shall identify the proposed assignee and include a detailed explanation for the reason and basis of the proposed assignment. Should COUNTY be satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of CONTRACTOR, it shall be documented and approved in writing. The effective date of the assignment shall be the date upon which COUNTY issued written approval.

1	2	3a PAT. CNTL #	4 TYPE OF BILL
		b. MED. REC. #	
		5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM
			7 THROUGH

8 PATIENT NAME	a	9 PATIENT ADDRESS	a
b		c	d
			e

10 BIRTHDATE	11 SEX	12 DATE	ADMISSION 13 HR 14 TYPE 15 SRC	16 DHR	17 STAT	18	19	20	21	CONDITION CODES 22 23 24 25 26 27 28	29 ACDT STATE	30
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31 OCCURRENCE DATE	32 OCCURRENCE DATE	33 OCCURRENCE DATE	34 OCCURRENCE	35 OCCURRENCE SPAN FROM	THROUGH	36 OCCURRENCE SPAN FROM	THROUGH	37
a								
b								

38	39 VALUE CODES AMOUNT	40 VALUE CODES AMOUNT	41 VALUE CODES AMOUNT
a			
b			
c			
d			

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1							
2							
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PAGE ____ OF ____	CREATION DATE	TOTALS
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50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI
A						57 OTHER
B						PRV ID
C						

58 INSURED'S NAME	59 P.REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
A				
B				
C				

63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
A		
B		
C		

66 DX	67 A	B	C	D	E	F	G	H	68
	J	K	L	M	N	O	P	Q	

69 ADMIT DX	70 PATIENT REASON DX	a	b	c	71 PPS CODE	72 ECI	a	b	c	73
74 PRINCIPAL PROCEDURE CODE	DATE	a. OTHER PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE	75	76 ATTENDING NPI	QUAL		
							LAST		FIRST	
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE		77 OPERATING NPI	QUAL		
							LAST		FIRST	

80 REMARKS	81CC a	78 OTHER NPI	QUAL
	b	LAST	FIRST
	c	79 OTHER NPI	QUAL
	d	LAST	FIRST

UB-04 NOTICE: THE SUBMITTER OF THIS FORM UNDERSTANDS THAT MISREPRESENTATION OR FALSIFICATION OF ESSENTIAL INFORMATION AS REQUESTED BY THIS FORM, MAY SERVE AS THE BASIS FOR CIVIL MONETARY PENALTIES AND ASSESSMENTS AND MAY UPON CONVICTION INCLUDE FINES AND/OR IMPRISONMENT UNDER FEDERAL AND/OR STATE LAW(S).

Submission of this claim constitutes certification that the billing information as shown on the face hereof is true, accurate and complete. That the submitter did not knowingly or recklessly disregard or misrepresent or conceal material facts. The following certifications or verifications apply where pertinent to this Bill:

1. If third party benefits are indicated, the appropriate assignments by the insured /beneficiary and signature of the patient or parent or a legal guardian covering authorization to release information are on file. Determinations as to the release of medical and financial information should be guided by the patient or the patient's legal representative.
2. If patient occupied a private room or required private nursing for medical necessity, any required certifications are on file.
3. Physician's certifications and re-certifications, if required by contract or Federal regulations, are on file.
4. For Religious Non-Medical facilities, verifications and if necessary re-certifications of the patient's need for services are on file.
5. Signature of patient or his representative on certifications, authorization to release information, and payment request, as required by Federal Law and Regulations (42 USC 1935f, 42 CFR 424.36, 10 USC 1071 through 1086, 32 CFR 199) and any other applicable contract regulations, is on file.
6. The provider of care submitter acknowledges that the bill is in conformance with the Civil Rights Act of 1964 as amended. Records adequately describing services will be maintained and necessary information will be furnished to such governmental agencies as required by applicable law.
7. For Medicare Purposes: If the patient has indicated that other health insurance or a state medical assistance agency will pay part of his/her medical expenses and he/she wants information about his/her claim released to them upon request, necessary authorization is on file. The patient's signature on the provider's request to bill Medicare medical and non-medical information, including employment status, and whether the person has employer group health insurance which is responsible to pay for the services for which this Medicare claim is made.
8. For Medicaid purposes: The submitter understands that because payment and satisfaction of this claim will be from Federal and State funds, any false statements, documents, or concealment of a material fact are subject to prosecution under applicable Federal or State Laws.
9. For TRICARE Purposes:
 - (a) The information on the face of this claim is true, accurate and complete to the best of the submitter's knowledge and belief, and services were medically necessary and appropriate for the health of the patient;
 - (b) The patient has represented that by a reported residential address outside a military medical treatment facility catchment area he or she does not live within the catchment area of a U.S. military medical treatment facility, or if the patient resides within a catchment area of such a facility, a copy of Non-Availability Statement (DD Form 1251) is on file, or the physician has certified to a medical emergency in any instance where a copy of a Non-Availability Statement is not on file;
 - (c) The patient or the patient's parent or guardian has responded directly to the provider's request to identify all health insurance coverage, and that all such coverage is identified on the face of the claim except that coverage which is exclusively supplemental payments to TRICARE-determined benefits;
 - (d) The amount billed to TRICARE has been billed after all such coverage have been billed and paid excluding Medicaid, and the amount billed to TRICARE is that remaining claimed against TRICARE benefits;
 - (e) The beneficiary's cost share has not been waived by consent or failure to exercise generally accepted billing and collection efforts; and,
 - (f) Any hospital-based physician under contract, the cost of whose services are allocated in the charges included in this bill, is not an employee or member of the Uniformed Services. For purposes of this certification, an employee of the Uniformed Services is an employee, appointed in civil service (refer to 5 USC 2105), including part-time or intermittent employees, but excluding contract surgeons or other personal service contracts. Similarly, member of the Uniformed Services does not apply to reserve members of the Uniformed Services not on active duty.
 - (g) Based on 42 United States Code 1395cc(a)(1)(j) all providers participating in Medicare must also participate in TRICARE for inpatient hospital services provided pursuant to admissions to hospitals occurring on or after January 1, 1987; and
 - (h) If TRICARE benefits are to be paid in a participating status, the submitter of this claim agrees to submit this claim to the appropriate TRICARE claims processor. The provider of care submitter also agrees to accept the TRICARE determined reasonable charge as the total charge for the medical services or supplies listed on the claim form. The provider of care will accept the TRICARE-determined reasonable charge even if it is less than the billed amount, and also agrees to accept the amount paid by TRICARE combined with the cost-share amount and deductible amount, if any, paid by or on behalf of the patient as full payment for the listed medical services or supplies. The provider of care submitter will not attempt to collect from the patient (or his or her parent or guardian) amounts over the TRICARE determined reasonable charge. TRICARE will make any benefits payable directly to the provider of care, if the provider of care is a participating provider.