

**PERSONAL SERVICES CONTRACT**

Health and Human Services Agency  
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**SUTTER VALLEY HOSPITALS D/B/A SUTTER CENTER FOR PSYCHIATRY**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

- (§1) **Psychiatric hospitalization services under California Welfare and Institutions Code Section 5150 for referred County clients.**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$ 10,000  
(§3) **Contract Beginning Date:** 07/01/2017 **Contract Termination Date:** 06/30/2019  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

- |      |  | Req'd    | Not Req'd   |
|------|--|----------|-------------|
| (§6) | <b>Commercial General Liability</b> (\$1,000,000)                            | <u>X</u> | <u>    </u> |
| (§7) | <b>Automobile Liability</b>  | <u>X</u> | <u>    </u> |
|      | (\$ 300,000) Personal Auto <u>    </u> (\$1,000,000) Business Rated <u>X</u> |          |             |
|      | (\$1,000,000) Commercial Policy <u>    </u>                                  |          |             |
| (§8) | <b>Workers' Compensation</b>   | <u>X</u> | <u>    </u> |
| (§9) | <b>Errors and Omissions</b> (\$1,000,000)                                    | <u>X</u> | <u>    </u> |

**LICENSES**

Designate all required licenses:

- (§14) Facility licensed by the State.

**NOTICE & IDENTIFICATION**

- |       |  |  |
|-------|--|--|
| (§33) | <b>Contractor: Sutter Valley Hospitals D/B/A Sutter Center for Psychiatry</b><br>7700 Folsom Blvd.<br>Sacramento, California 95826<br>Contact Person: Randy Wilson<br>Phone: (916) 386-3010<br>E-mail: wilsonr2@sutterhealth.org | <b>County of Nevada:</b><br>950 Maidu Avenue<br>Nevada City, California 95959<br><br>Contact Person: Rebecca Slade<br>Phone: (530) 472-2784<br>E-mail: Rebecca.Slade@co.nevada.ca.us |
|       | <b>Funding:</b> 1589-40110-493-8201/521520   | <b>CFDA No.:</b> <u>N/A</u><br><b>CFDA Agreement No.:</b> <u>N/A</u>   |

**Contractor is a:** (check all that apply)

Corporation:	<u>    </u> Calif.	<u>    </u> Other	<u>    </u> LLC	<u>X</u> Non-profit
Partnership:	<u>    </u> Calif.	<u>    </u> Other	<u>    </u> LLP	<u>    </u> Limited
Person:	<u>    </u> Indiv.	<u>    </u> Dba	<u>    </u> Ass'n	<u>    </u> Other

**EDD: Independent Contractor Worksheet Required:**      Yes X No

**ATTACHMENTS**

Designate all required attachments:

- |   | Req'd       | Not Req'd   |
|---|-------------|-------------|
| <b>Exhibit A: Schedule of Services</b> (Provided by Contractor)               | <u>X</u>    | <u>    </u> |
| <b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)           | <u>X</u>    | <u>    </u> |
| <b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)     | <u>X</u>    | <u>    </u> |
| <b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information) | <u>X</u>    | <u>    </u> |
| <b>Exhibit E: Uniform Administrative Requirements</b> (CFDA-Funded)           | <u>    </u> | <u>X</u>    |

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

#### **4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### **6. Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Workers' Compensation:** (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

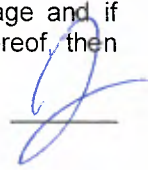
Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then



Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

#### **11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

### **Personal Services**

#### **12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

#### **13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Certificate of Good Standing:**

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

**16. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**17. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**18. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

**19. Drug-Free Workplace:**



Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

**20. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**21. Conflict of Interest:**

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**22. Political Activities:**

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

**23. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**24. Termination:**

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.



c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

## **25. Suspension:**

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

## **Miscellaneous**

### **26. Financial, Statistical and Contract-Related Records:**

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

### **27. Non- Profit Provisions:**

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:



**a. Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

**b. Supplemental Audit Provisions:**

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

**28. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**29. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**30. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**31. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

**32. Confidentiality:**

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including



personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

**33. Notices:**

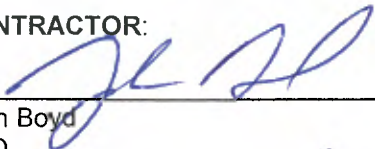
This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**34. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

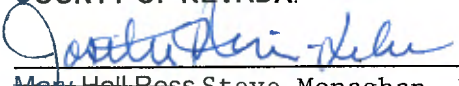
**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

  
\_\_\_\_\_  
John Boyd  
CEO

Dated: 12/7/17

**COUNTY OF NEVADA:**

  
\_\_\_\_\_  
~~Mary Hall Ross~~ Steve Monaghan, Director  
Purchasing Agent

Dated: 3.28.18

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**SUTTTER VALLEY HOSPITALS, D/B/A**  
**SUTTER CENTER FOR PSYCHIATRY**

1. General Agreement

- (a) Contractor agrees to render psychiatric inpatient hospital services to eligible beneficiaries referred and authorized for services by Nevada County Behavioral Health Department. Contractor assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, through delegates, or as otherwise provided in this Contract. Contractor agrees to accept as payment in full for these psychiatric inpatient hospital services payments from the State Department of Health Services as provided in Exhibit B of this Contract. The County agrees to authorize payment to Contractor for such services rendered in accordance with the terms and under the express conditions of this Contract.
- (b) Contractor shall, at its own expense, provide and maintain facilities and professional, allied and supportive paramedical personnel to provide all necessary and appropriate psychiatric inpatient hospital services.
- (c) Contractor shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

2. Licensure and Certification as Conditions Precedent to County's Authorization of Payment Obligation

- (a) Contractor hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.
- (b) Contractor hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- (c) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital, and certified under the Federal Social Security Act.

3. Utilization Controls: Compliance by Contractor as Condition Precedent to Maturing County's Authorization of Payment Obligation

As express conditions precedent to maturing the County's authorization of payment obligation under the terms of this Contract the Contractor shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and Regulations adopted pursuant thereto.

4 Appointment of Liaisons and Agency Status of Contractor's Liaison

Contractor shall designate in writing a person to act as liaison to the County. Such person shall coordinate all communications between the parties. The written designation of such person shall constitute the conferral of full agency powers to bind the Contractor as principal in all dealings with the County/Departments(s).

5 Service Location

Psychiatric inpatient hospital services rendered pursuant to this Contract shall be rendered at the following facilities: Sutter Center for Psychiatry  
7700 Folsom Blvd.  
Sacramento, CA 95826

6 Quality of Care

As express conditions precedent to maturing the County's authorization for payment obligation under the terms of this Contract whether performed directly or through the instrumentality of a delegate as permitted under this Contract, the Contractor shall:

- (a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- (b) 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.
- (c) Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.
- (d) Not discriminate against Medi-Cal beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals.

7. Assumption of Risk by Contractor

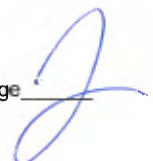
Whether rendered directly or through the instrumentality of a delegate as permitted under this Contract, the Contractor shall bear total risk for the cost of all psychiatric inpatient hospital services rendered to each beneficiary covered by this Contract. As used in this Paragraph "risk" means that the Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County.

8 Patient Rights

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Contract, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by beneficiaries with regard to substandard conditions may be investigated by the County's Patients Rights Advocate, County, State Department of Health Care Services or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

9 Grievances and Appeals

- a. Contractor shall maintain an informal conflict resolution process and formal Grievance Process. A full description of the process shall be available to beneficiaries upon request.
- b. Contractor shall notify County of all grievances filed by Nevada County beneficiaries.
- c. In the event a grievance can't be resolved at Contractor's level, beneficiary may choose to file a grievance with Nevada County Behavioral Health Department. Contractor shall notify County within 3 working days after beneficiary's request to file grievance with the Nevada County Behavioral Health Department.
- d. Contractor shall notify County within 14 days of resolution of any beneficiary grievance.



**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**SUTTER VALLEY HOSPITALS, D/B/A**  
**SUTTER CENTER FOR PSYCHIATRY**

The total maximum obligation of this Contract shall not exceed \$10,000 for the entire contract term of July 1, 2017 through June 30, 2019. The maximum amount shall not exceed \$5,000 for fiscal year 2017/18 and shall not exceed \$5,000 for fiscal year 2018/19.

1. Rate Structure

Provided that there shall first have been a submission of claims in accordance with the terms of this Contract, the Contractor shall be paid at the following rate per patient day for acute psychiatric inpatient hospital services, based on the following:

<u>Description</u>	<u>Rate</u>
Inpatient Medi-Cal	\$770.00 (not including professional reimbursement)
Inpatient Short-Doyle	\$860.00 (includes professional fee)
Administrative Day Rate	\$554.66 (not including psychiatric support services)

Should County be notified of an increase in negotiated rates with Sacramento County or if Medi-Cal raises rates, then the rates for this contract will increase commensurately.

2. The rate structure shall not include transportation services. When physician services or transportation services are Medi-Cal or Short-Doyle eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.

3. Billing Procedures as Express Conditions Precedent to the County's Authorization of Payment Obligation

- (a) As an express condition precedent to maturing the County's authorization of payment obligation of this Contract, the Contractor shall determine that psychiatric inpatient hospital services rendered either directly or through the instrumentality of an authorized delegate 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. To the extent that such coverage is available, the County's payment obligation shall be reduced.
- (b) As a further express condition precedent to maturing the County's payment obligation, the Contractor shall submit claims to the fiscal intermediary for all services rendered either directly or through the instrumentality of an authorized delegate under the terms of this Contract, 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 either the Contractor or an authorized delegate.

However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of a prior discharge.

4. Recovery of Overpayments to Contractor, Liability for Interest

- (a) When an audit or review performed by the County, the Department, the Department of Health Care Services, the State Controller's Office, or any other authorized agency discloses that the Contractor has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, the Contractor covenants that any such overpayment or excess payments over liability may be recouped by the department withholding the amount due from future payments, seeking recovery by payment from the Contractor, or a combination of these two methods.
- (b) Overpayments determined as a result of audits of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Contractor, or a combination of those two methods.
- (c) When recoupment or recovery is sought under (a) of this Paragraph the Contractor may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
  - (1) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
  - (2) The Contractor's liability to the County for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

5. Customary Charges Limitation

- (a) No provision in this Contract withstanding, the Department's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges.
- (b) As used in (a) of this Paragraph "customary charges" is defined in conformity with 42 USC Section 1395(f) and the regulations promulgated pursuant thereto.



6. Payment Authorization

A. The Nevada County Behavioral Health Managed Care Coordinator or designee shall serve as the Nevada County authorization staff.

B. All admissions must meet the following criteria for Authorization for Payment:

(1) Medical Necessity for Inpatient Reimbursement has been met.

(2) The standards as outlined under Justification for Payment Authorization for Acute Inpatient Admission are met.

C. Authorization for Payment for Emergency Admissions (5150's)

Contractor shall contact and consult with Nevada County Crisis Team prior to admission of a beneficiary seeking emergency services. In the event County of residence is not established until after emergency admission, Contractor shall notify Nevada County Behavioral authorization staff within 24 hours of admit. Payment authorization for the first 24 hours of an emergency admission shall be exempt from pre-authorization.

D. Emergency Admissions referred by Nevada County Crisis Worker

When Nevada County Crisis Worker refers a 5150 to Contractor, the Nevada County Crisis Worker will fax authorization form to Contractor for up to 72 hours. Nevada County Managed Care Coordinator or designee will evaluate and authorize TAR (Treatment Authorization Request) for the total length of stay.

E. Authorization for Payment for Planned Admissions

Planned admissions require pre-authorization by Nevada County Managed Care Coordinator/ or designee prior to hospitalization.

F. Authorization for Payment of Continued Stay

County will provide concurrent reviews. TARS for continued stay services must be submitted to the Nevada County Managed Care Coordinator:

(1) Prior to expiration of the previous TAR, or

(2) Within the first 24 hours of an emergency admission.

If continued stay is approved, authorization will be faxed to Contractor. If the continued stay is denied, the NCMHP Managed Care Coordinator will advise Contractor of alternative treatment recommendation.

The Contractor may appeal an adverse decision through the Contractor's appeal process.

G. Retroactive TARS

Retroactive TARS will only be accepted in the following situations:

- (1) Natural disaster
- (2) Circumstances beyond control of the Contractor:
  - Certification of eligibility delayed by Social Services
  - Beneficiary concealed Medi-Cal eligibility at admission.

A signed letter stating the date Contractor became aware of the Medi-Cal coverage and a copy of the Medi-Cal Care must accompany the TAR. The TAR must be submitted within sixty (60) days following certified date of beneficiary identification.

7. Coordination of Benefits

Contractor shall use its reasonable efforts to collect monies due and owing for Covered Services provided to a beneficiary from the Federal Medicare program and other private health insurance plans as appropriate. In the event the Contractor collects monies from one of the above, Contractor shall bill Fee for Service Medi-Cal for the balance due.



## EXHIBIT "C"

### SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

#### **BEHAVIORAL HEALTH PROVISIONS**

Where Exhibit "C" revises the language in this Agreement, such revisions shall govern and are hereby incorporated:

##### **1. Scope of Services:**

Section 1 of this Contract, relating to scope of services, is deleted in its entirety and the following is substituted in its place and stead: "Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). Upon mutual written agreement between Contractor and County, Contractor will serve as an expert witness for County in third party actions or proceedings arising out of this Contract."

##### **6. Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

Section 6 of this Contract, relating to Commercial General Liability Insurance, is deleted in its entirety and the following is substituted in its place and stead:

"If Section 6 at Page One hereof shall indicate a Commercial General Liability insurance policy is required, Contractor shall promptly provide proof of such insurance through a self-insurance program or a commercial policy evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said Section 6;
- (ii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County; and
- (iii) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium)."

##### **7. Automobile Liability Insurance:** (County Resolution No. 90-676)

Section 7 of this Contract, relating to Automobile Liability Insurance, is deleted in its entirety and the following is substituted in its place and stead:

"If Section 7 at Page One hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance through a self-insurance program or a commercial policy evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said Section 7;
- (ii) If Automobile Liability insurance coverage is provided through a commercial policy, an endorsement naming County as an additional insured under said policy or a functional equivalent (e.g., broad form), with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) Said insurance shall be primary as respects to claims arising out of negligence of Contractor, other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance; and



(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If Section 7 at Page One hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of Three Hundred Thousand Dollars (\$300,000.00), in combined single limits, and naming the County as additionally insured."

#### **9. Errors and Omissions:**

Section 9 of this Contract, relating to Errors and Omissions insurance coverage, is deleted in its entirety and the following is substituted in its place and stead: "If Section 9 at Page One hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain through a self-insurance program or a commercial policy either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County."

#### **10. Miscellaneous Insurance Provisions:** (County Resolution Nos. 90-674, 90-675)

Section 10 of this Contract, relating to Miscellaneous Insurance Provisions, is deleted in its entirety and the following is substituted in its place and stead:

"All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract. County specifically consents to "claims made" coverage. Contractor shall purchase five (5) years of "tail" coverage or carry "prior acts" coverage for five (5) years, which shall remain in effect for a period of five (5) years from the termination of this Contract.

Insurance afforded by Contractor shall apply as primary insurance with respect to claims arising out of negligence of Contractor, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract through a program of self-insurance and/or through insurance policies issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the self-insurance and/or insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"), and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See Section 13, Paragraph 2 below, as these provisions additionally apply to subcontractors)."

#### **11. Indemnity:**

Section 11 of this Contract, relating to indemnity, is deleted in its entirety and the following is substituted in its place and stead: "Nothing herein shall be construed as a limitation of Contractor's or County's liability, and each party shall indemnify, defend and hold harmless the other party and its officers, directors, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorneys' fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the indemnifying party, except such loss or damage which was caused by the sole negligence or willful misconduct of the indemnified party or its officers, directors, officials, employees, agents and/or volunteers."

#### **13. Assignment and Subcontracting:**



Section 13 of this Contract, relating to assignment and subcontracting under this Contract, is deleted in its entirety and the following is substituted in its place and stead:

"Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County. Notwithstanding the foregoing provisions of this Section 13, or any other provisions of this Contract, Contractor may assign or transfer this Contract or delegate any of its rights or obligations hereunder without County's consent in connection with a merger, corporate reorganization, transfer, sale of assets or product lines, or change of control or ownership of Contractor, so long as the receiving party is an affiliate of Sutter Health.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at Sections 6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both."

Sections 35 through 36 are hereby added to read as follows:

### **35. Laws, Statutes, and Regulations:**

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contract.

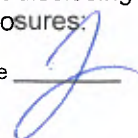
B. Clean Air Act and Federal Water Pollution Control:  
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

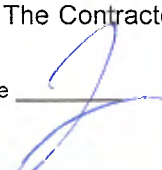
(a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.

(b) What disclosures must be provided. The Medi-Cal agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:



1.
    - i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
    - ii) Date of birth and Social Security Number (in the case of an individual).
    - iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
  2. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
  3. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
  4. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).
- (c) When the disclosures must be provided.
- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
    - i) Upon the provider or disclosing entity submitting the provider application.
    - ii) Upon the provider or disclosing entity executing the provider agreement.
    - iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
    - iv) Within 35 days after any change in ownership of the disclosing entity.
  - II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
    - i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
    - ii) Upon the fiscal agent executing the contract with the State.
    - iii) Upon renewal or extension of the contract.
    - iv) Within 35 days after any change in ownership of the fiscal agent.
  - III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
    - i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
    - ii) Upon the managed care entity executing the contract with the State.
    - iii) Upon renewal or extension of the contract.
    - iv) Within 35 days after any change in ownership of the managed care entity.
  - IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's



verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

### **36. Client/Patient Records:**

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.

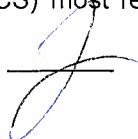
D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25<sup>th</sup> birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent



Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.

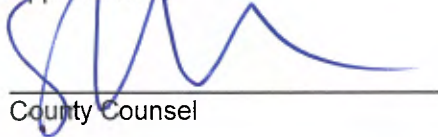
J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

**Exhibit D. HIPAA:**

Paragraph 6 of Exhibit D of this Contract, relating to security incidents under HIPAA, is deleted in its entirety and the following is substituted in its place and stead: "Report to County any security incident or any unauthorized use or disclosure of PHI (in any form), as required under the HIPAA Breach Notification Rule set forth in 45 CFR §§ 164.400-414. Security incidents include successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred."

**COUNTY OF NEVADA**

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

## EXHIBIT "D"

### SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.



6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.



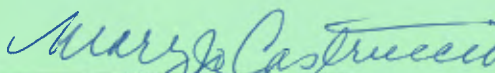
# INSURANCE TRANSMITTAL SHEET

DATE: September 28, 2017

TO: BOARD OF SUPERVISORS

CONTRACT: Sutter Valley Hospitals/dba Sutter Center for Psychiatry

☒ The attached insurance documents have been reviewed and meet all of the contract insurance requirements.

  
\_\_\_\_\_  
Mary Jo Castruccio, Risk Manager

The attached contract and insurance documents have been reviewed and are being returned to the originating department because:

☐ **General Liability Insurance**

- ☐ Insurance certificate not provided
- ☐ Coverage does not meet contract requirements
- ☐ Additional insured endorsement required
- ☐ Other: \_\_\_\_\_

☐ **Auto Insurance**

- ☐ Insurance certificate not provided
- ☐ Additional insured endorsement required
- ☐ Insurance is not business rated
- ☐ Other: \_\_\_\_\_

☐ **Workers' Compensation Insurance**

- ☐ Insurance certificate not provided

☐ **Errors & Omissions/Professional Liability Insurance**

- ☐ Insurance certificate not provided
- ☐ Other: \_\_\_\_\_

Please call me at 265-7196 if you have questions regarding insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
101009-CAS-17-18 GLALW	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : National Fire & Marine Insurance Co		20079
	INSURER B : Hartford Underwriters Insurance Company		30104
	INSURER C : Safety National Casualty Corp.		15105
	INSURER D : N/A		N/A
	INSURER E : Hartford Fire Insurance Co		19682
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-003504699-03      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	42-POC-304045-01	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	57ABS10000 (AOS) 57ABS10001 (HI)	07/31/2017 07/31/2017	07/31/2018 07/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SP 4056278 *SIR \$1,000,000 EA OCCURRENCE*	01/01/2017	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: County Resolution Nos. 90-674, 02-439; Contract Term: 7/1/2017 - 6/30/2019

Nevada County Health and Human Services Agency, its officers, agents, employees and volunteers are included as Additional Insured on the General Liability and Automobile Liability policies with respect to liability arising out of the operations by or on behalf of the Named Insured where required by written contract.

## CERTIFICATE HOLDER

Nevada County Health and Human  
Services Agency  
ATTN: Marianne Mason  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Ellen Redell Brown

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Berkshire Hathaway  
Specialty Insurance

#### ENDORSEMENT 6

This endorsement, effective 12:01AM: **July 31, 2017**  
Forms a part of Policy No.: **42-POC-304045-01**  
Issued to: **Sutter Health**  
By: **National Fire & Marine Insurance Company**

### ADDITIONAL INSURED PERSON OR ORGANIZATION THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**HEALTHCARE PRIMARY LIABILITY POLICY  
HEALTHCARE UMBRELLA LIABILITY POLICY  
SENIOR CARE PRIMARY LIABILITY POLICY  
SENIOR CARE UMBRELLA LIABILITY POLICY  
HEALTHCARE FOLLOW FORM EXCESS LIABILITY POLICY**

In consideration of the premium charged, it is agreed that Endorsement #5 is deleted in its entirety and replaced as follows:

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Alameda County  
Alameda County BHCS  
City and County of San Francisco City and County of San Francisco  
City of Lincoln  
Contra Costa Health Services  
County of Fresno  
County of Placer  
County of Sacramento  
Ceres Community Center  
City and County of San Francisco  
Contra Costa County Health Services Dept  
County of Napa  
County of San Mateo  
County of San Mateo Health System  
County of Santa Clara  
County of Sonoma, its Officers

County of Yolo  
 County of Yolo, its officers  
 First 5 Alameda County  
 Pacific Gas and Electric Company  
 Placer County Health & Human Services  
 San Francisco Unified School District  
 San Joaquin County  
 San Mateo County Health System  
 Alameda County Public Health Department  
 County of Yolo Health Department  
 Pan-Med Enterprises  
 City of San Mateo, Its elective and appointed Boards, Commissions, Officers, agents, and employees  
 City of Oakland, its Council Members, Directors, Officers, Agents, Employees, and Volunteers Dept. of Human Services  
 City and County of San Francisco, its Officers, agents, and employees Department of Public Health  
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives  
 City of Sacramento, its officials, agents, employees and volunteers  
 County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively  
 County of Sonoma, its officers, agents, and employees DHS Contract & Board Item Devt. Unit  
 The County of Placer, its officers, agents, employees, volunteers, and Placer County Health & Human Services  
 Nevada County Health and Human Services Agency, its officers, agents, employees and volunteers  
 500 Crown Point Circle, Suite 120  
 Grass Valley, CA 95945

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "insured" is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for their acts, errors or omissions while acting within the scope of their duties on your behalf; or for liability arising out of your acts, errors or omissions; or the acts, errors or omissions of those acting within the scope of their duties on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All other terms and conditions of this policy remain unchanged.

## *Sutter Insurance Services Corporation*

*c/o Marsh Management Services, Inc.*

737 Bishop Street #2100 • Honolulu, Hawaii 96813 • Telephone (808) 585-3500 • FAX (808) 585-3513

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## **Sutter Insurance Services Corporation**

### **Summary of Insurance**

Sutter Health is one of the largest not-for-profit integrated healthcare systems in the country, serving more than 100 communities in northern California. As of March 31, 2016, the Sutter Health system included twenty-eight (28) acute care facilities, two (2) chemical dependence recovery hospitals, four (4) medical foundations and fifteen (15) home health care locations.

Sutter Insurance Services Corporation ("SISCO") is Sutter Health's non-profit, captive insurance company domiciled in Hawaii. SISCO was established in 1991, to provide a comprehensive program of hospital professional and general liability insurance for the benefit of the Sutter Health system, and currently plays an integral role in the operations of the tax exempt parent corporation, Sutter Health.

Most Sutter Health-affiliated organizations obtain professional and general liability insurance through SISCO, which provides claims-made coverage to each insured as follows:

- \* \$5,000,000 of each claim is retained by SISCO.
- \* SISCO also retains the next \$5,000,000 aggregate limit.
- \* Excess limits of \$40,000,000 are provided by reinsurers.
- \* SISCO's outstanding liabilities are reviewed annually and funded in accordance with actuarial findings and results. The results are also reviewed and approved by Sutter Health auditors, Ernst & Young.

Pursuant to Hawaii Captive law (H.R.S. 431: 19-102), a pure captive insurance company may not insure any risks other than those of its parent and affiliated companies. SISCO may not provide coverage to non-related or taxable entities, such as providing additional insured status, as the captive could be found to be providing commercial type insurance and, therefore, not primarily operated for exempt purposes.

When contracting with non-Sutter Health entities, SISCO will provide a Certificate of Insurance evidencing Sutter Health's professional and/or general liability coverage per the stated reason of interest and include wording that SISCO will respond to the indemnification in the relevant agreement, subject to policy terms, limitations and exclusions. This language provides the same protection that an additional insured is provided. SISCO insurance has been accepted by landlords, cities, counties, the State of California, and other government agencies.

SISCO financials are included in Sutter Health's audited financials and can be accessed at [www.sutterhealth.org](http://www.sutterhealth.org). As of July 2016, Fitch Ratings, Moody's Investor's Service and S&P Global Ratings have reaffirmed Sutter Health's current ratings of "AA-," "Aa3" and "AA-," respectively.

**NUMBER 1993-B**

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

# CERTIFICATE OF CONSENT TO SELF-INSURE

**Sutter Health Sacramento-Sierra Region** dba: Sutter Center for  
(a California corporation) Subsidiary of: **Psychiatry**

**Certificate No.: 1983**

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

**This certificate may be revoked at any time for good cause shown.**

## DISPOSITIVE

**1st**  
**THE DAY OF January 1, 2002**

DEPARTMENT OF INDUSTRIAL RELATIONS

of the State of California


**STEPHEN J. SMITH**

**Publicis**

MARK B. ASHCRAFT

[illegible]

Supersedes Cert. No. 1993-B, eff. January 1, 2002, previously issued to Sutter Community Hospitals of Sacramento


<b>CERTIFICATE OF INSURANCE</b>		<b>CERTIFICATE NUMBER</b> 18-006026		<b>ISSUE DATE</b> 02/27/2018	
<b>INSURER</b> SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		<b>COMPANY AFFORDING COVERAGE</b>			
		<b>COMPANY</b> SUTTER INSURANCE SERVICES CORPORATION			
<b>INSURED</b> Sutter Valley Hospitals dba: SMCS-Sutter Center for Psychiatry 7700 Folsom Blvd. Sacramento, CA 95826		<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS</b>	
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> RETRO DATE: _____				EACH CLAIM	
				AGGREGATE	
<b>PROFESSIONAL LIABILITY</b> <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 10/1/86 (SCP)	SIS-2018-1	1/1/2018	1/1/2019	EACH CLAIM	\$5,000,000
				AGGREGATE	N/A
<b>EXCESS LIABILITY</b> <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE: _____				EACH CLAIM	\$
				AGGREGATE	\$
<b>OTHER</b>					
<b>REASON FOR INTEREST</b> Evidence of coverage as respects agreement between Sutter Valley Hospitals dba: SMCS-Sutter Center for Psychiatry and Nevada County Health and Human Services Agency.					
<b>CERTIFICATE HOLDER</b> Nevada County Health and Human Services Agency 500 Crown Point Circle, Ste. 120 Grass Valley, CA 95945 Attn: Marianne Mason			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			 _____ Bonnie George, President/CEO		

<b>CERTIFICATE OF INSURANCE</b>		<b>CERTIFICATE NUMBER</b> 17-002601		<b>ISSUE DATE</b> 09/25/2017	
<b>INSURER</b> SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		<b>COMPANY AFFORDING COVERAGE</b>			
		<b>COMPANY</b> SUTTER INSURANCE SERVICES CORPORATION			
<b>INSURED</b> Sutter Valley Hospitals dba: SMCS-Sutter Center for Psychiatry 7700 Folsom Blvd. Sacramento, CA 95826		<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY RETRO DATE: _____				EACH CLAIM	
				AGGREGATE	
<b>PROFESSIONAL LIABILITY</b> <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY RETRO DATE: 10/1/86 (SCP)	SIS-2017-1	1/1/2017	1/1/2018	EACH CLAIM	\$5,000,000
				AGGREGATE	N/A
<b>EXCESS LIABILITY</b> <input type="checkbox"/> EXCESS LIABILITY RETRO DATE: _____				EACH CLAIM	\$
				AGGREGATE	\$
<b>OTHER</b>					

**REASON FOR INTEREST**  
  
 Evidence of coverage as respects agreement between Sutter Valley Hospitals dba: SMCS-Sutter Center for Psychiatry and Nevada County Health and Human Services Agency.

<b>CERTIFICATE HOLDER</b>  Nevada County Health and Human Services Agency 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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 \_\_\_\_\_  
 Bonnie George, President/CEO