

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
October 17, 2006**

AGENDA TITLE: Agreement #010-S0711, with Amador County

DEPARTMENT: Mental Health	DEPT SIGNOFF:	CAO USE ONLY: 10/5
CONTACT: Barry Wasserman, LCSW	<i>[Signature]</i>	<i>[Signature]</i>
DATE: 10/2/2006 PHONE: 621-6220		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Mental Health Department requests the Board approve and authorize the Chairman to sign Agreement #010-S0711 with Amador County. Amador County utilizes El Dorado County's Psychiatric Health Facility on a fee-for-service basis. The term of this Agreement is two years from the date of execution.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gill* 10/6/06

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:		Other: Amador County
Total Est. Cost	\$149,500.00	CAO Office Use Only:
Funding		4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Budgeted	<u>\$149,500.00</u>	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding	_____	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings*	_____	CONCURRENCES:
Other	_____	Risk Management <input checked="" type="checkbox"/>
Total Funding	<u>\$149,500.00</u>	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost	\$0.00	Other _____

***Explain** \$74,750 is included in the FY 06-07 budget and \$74,750 will be requested in the FY 07-08 budget

BOARD ACTIONS:

Vote: Unanimous _____ Or _____
Ayes:
Noes:
Abstentions:
Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors
Date: _____
Attest: Cindy Keck, Board of Supervisors Clerk
By: _____

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EL DORADO COUNTY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATIVE OFFICE



Barry Wasserman, LCSW, Interim Director
Christine Kondo-Lister, LCSW, Acting Deputy Director

344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

October 2, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement #010-S0711 with Amador County

RECOMMENDATIONS: The Mental Health Department is recommending the Board approve and authorize the Chairman to sign Agreement #010-S0711 with Amador County. The term of this Agreement is two years from the date of execution.

REASONS FOR RECOMMENDATIONS: Like many other Northern California counties, Amador County utilizes El Dorado County's Psychiatric Health Facility on a fee-for-service basis. The payment received for the services provided cover 100% of El Dorado County's costs.

County Counsel and Risk Management have approved this Agreement and a copy is on file in the Board Clerk's Office.

The County officer or employee with responsibility for administering this Agreement is Thomas Michaelson, Department Analyst, Department of Mental Health.

FISCAL IMPACT: The total amount of this two-year revenue generating agreement is \$149,500.00. Half of this amount has been budgeted in FY 06-07 and the other half will be budgeted in FY 07-08.

ACTION TO BE TAKEN FOLLOWING APPROVAL: The Board Clerk's Office will forward the executed agreement to the contract administrator. The contract administrator will forward an original copy of the agreement to Amador County.

Respectfully submitted,

Barry Wasserman, LCSW
Interim Director

CONTRACT ROUTING SHEET

Date Prepared: 4/26/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Amador County Mental Health
Address: 1001 Broadway, Suite 201
Jackson, CA 95642
Phone: 209-223-6412

CONTRACTING DEPARTMENT: Mental Health

Service Requested: EDC Mental Health to Provide PHF Services

Contract Term: 1 Year Contract Value: _____ Revenue No: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 4-28-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

APR 26 PM 3:31
ET BORRADO COUNTY COUNSEL

DATE	ASSIGNMENT	ATTORNEY	DEPT./INDEX NO.	BY
<u>04/27/06</u>	<u>EDC</u>	<u>ED KHUAPP</u>	<u>026100</u>	<u>[Signature]</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 4/28/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

APR 28 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT #010-S0711

THIS AGREEMENT, made and entered into between Amador County, hereinafter called "COUNTY" and El Dorado County, Department of Mental Health, which operates a Psychiatric Health Facility hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, in accordance with the current Mental Health legislation, COUNTY has been charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, CONTRACTOR has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance for mentally disordered persons,

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. Description of services: CONTRACTOR shall provide psychiatric inpatient services to residents of COUNTY over the age of eighteen (18) who are eligible for Mental Health Services under the California Community Mental Health Services Law, in adherence with Title XIX of the SS Act, 42 USC in conformance with all applicable federal and state statutes. Services will be provided, with prior authorization by COUNTY, to eligible persons who may be either on voluntary or involuntary status. The length of stay of each mentally disordered person shall be determined by the CONTRACTOR's professional staff. CONTRACTOR may, but is not required to, provide necessary emergency and non-elective ancillary medical services as part of the inpatient treatment services.

All persons referred for admission to CONTRACTOR's facility will be medically cleared for admission to a non-medical facility prior to admission to CONTRACTOR's facility. This medical clearance will be provided directly or indirectly and payment arranged or provided by COUNTY. Criteria and requirements for medical clearance will be determined by CONTRACTOR. All transportation costs to and from CONTRACTOR's facility for medical care and clearance are the responsibility of COUNTY.

CONTRACTOR shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

If services required by COUNTY patients exceed CONTRACTOR capabilities, CONTRACTOR may utilize other facilities as mutually agreed upon by the Directors of Mental Health of COUNTY and CONTRACTOR. It is recognized that to make efficient use of any inpatient facility, the provision of aftercare services is of extreme importance. To this end, it is the responsibility of COUNTY to maintain adequate aftercare services, such that efficient referral to these services may be made as part of discharge planning of patients, including transportation, if necessary.

COUNTY will be responsible for aftercare and placement of all patients (LPS and non-LPS) covered by this agreement upon their discharge from CONTRACTOR'S facility or any subsequent placement facility.

COUNTY staff will work with CONTRACTOR'S staff prior to a client's discharge to effect an appropriate placement; however, it is COUNTY'S responsibility to assure appropriate aftercare treatment and placement of clients discharged from the CONTRACTOR's facility.

It is understood and agreed that only mentally disordered persons are to be admitted pursuant to this Agreement and that inebriates and persons not mentally disordered are specifically excluded herefrom.

2. Direction and Supervision: Such services shall be provided by CONTRACTOR for COUNTY patients under the general supervision of the COUNTY Mental Health Department Director or his/her designee.

3. Patient Eligibility: Services under this Agreement shall be rendered without regard to race, color, sex, religion, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and state laws. The specific admission procedures shall be mutually agreed upon by the respective Directors of Mental Health. It is the responsibility of CONTRACTOR to assure that the inpatient psychiatric services rendered to patients admitted to the CONTRACTOR's facility are consistent with state and federal laws. Documentation of services provided by CONTRACTOR for each patient of COUNTY shall be available for review of COUNTY upon request. Residency in COUNTY will be basic requirement for eligibility for these services. Transients referred by COUNTY in an emergency or involuntary status may also be serviced through this Agreement.

4. Payments:

A. Flat Rate for First 125 Patient Days

In consideration for Contractor's provision of inpatient services to County patients, pursuant to the services description above, County shall pay Contractor the sum of \$52,000 for Fiscal Year 2006/2007 and \$52,000 for Fiscal Year 2007/2008. Due to the change in allocating costs for regional facilities, Contractor and County have agreed to waive the \$560 per day normally charged for such services and use the annual allocation amount of \$52,000 as the annual amount due. This amount is based on a maximum of 125 patient days per year; however, this amount is due regardless of the number of patient days used in a year to a maximum of 125 patient days.

B. Fees for Services Rendered in Excess of 125 Days

Any services provided beyond the 125 days in each year will be charged at \$440 per patient per day. This per diem rate of \$440 is to be considered payment in full subject to MediCal reimbursement, third party liability and patient share of costs. County shall submit yearly payments based on patient days identified by billings from Contractor. A report of bed days used shall be submitted to County on a monthly basis.

C. Transportation Costs

In consideration of Contractor's provision of transportation for County patients, County shall pay Contractor \$14.00 per hour per driver and \$.405 per mile for a maximum of \$750 per year.

5. Cost Limitations and Term:

The maximum payable under this Agreement is \$74,750.00 per year, which includes a base payment of \$52,000 for patient services up to 125 patient days, \$750 maximum for transportation provided by Contractor, and \$22,000 (50 patient days at \$440 per patient per day) maximum for patient services provided beyond the base 125 patient days. This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from date thereof.

6. Annual Report: CONTRACTOR agrees to submit an annual cost report to the COUNTY Mental Health Department within ninety (90) days of the close of the fiscal year in a form specified by COUNTY, and which clearly and auditably identifies COUNTY costs.

7. Admissions Procedure: As provided in Welfare and Institutions Code section 5151, patients shall be assessed to determine the appropriateness of the involuntary detention prior to admission at CONTRACTOR'S facility. As authorized by section 5151, CONTRACTOR designates COUNTY'S Mental Health clinical staff to conduct that assessment. CONTRACTOR agrees that only those patients which COUNTY officially and specifically refers to CONTRACTOR for said program shall receive services, and that COUNTY shall not be required to pay for services until authorization for those services has been given by COUNTY. COUNTY agrees to cooperate with the admission of COUNTY'S patients to CONTRACTOR'S facility.

8. Coordination of Care: COUNTY and CONTRACTOR agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange patient information as a unitary treatment program. COUNTY agrees to facilitate timely placement for patients ready for discharge.

9. Applicable Records: CONTRACTOR shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each COUNTY patient served, including intake information and a record of services provided by CONTRACTOR staff in sufficient detail to make possible an evaluation of services, and shall contain all the data necessary for reporting to the State Department of Mental Health, including

records of interviews and progress notes. CONTRACTOR shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by the Amador County Mental Health Department and the State Department of Mental Health in a form specified by either.

All records shall be available for inspection by the Auditors of COUNTY or the State Department of Mental Health at reasonable times during normal business hours. CONTRACTOR agrees to extend to the COUNTY Mental Health Department Director or his/her designee the right to review and investigate all records, program, or written procedures relating to COUNTY patients at any reasonable time; CONTRACTOR agrees to provide the COUNTY Mental Health Department data in a timely fashion as directed and as specified by Amador County Mental Health Department.

10. Agreement Approval: This Agreement shall be null and void in its entirety if disapproved by the State Department of Mental Health or the Local Health Authorities.

11. Status of Contractor: The parties hereto agree that CONTRACTOR, its agents and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officer or employees or agents of COUNTY. The CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the Mental Health services to be provided by CONTRACTOR pursuant to the Agreement.

12. Indemnity: COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. CONTRACTOR shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of CONTRACTOR and COUNTY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents. It is also the intention of CONTRACTOR and COUNTY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers employees and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

13. Insurance: CONTRACTOR is covered for its general liability, automobile liability, property, and workers' compensation liability through a self-insurance program, in conjunction with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to COUNTY upon request.

14. Certificate of Nondiscrimination: CONTRACTOR certifies that they do not employ discriminatory practices in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, color, sex, religion, national origin, ancestry, handicap, physical or mental status.

15. Assignment: This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. This Agreement and the terms and conditions hereof shall insure and be binding upon the successors and assigns of the parties hereto.

16. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both CONTRACTOR and COUNTY are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY'S and CONTRACTOR'S businesses, they will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of the Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement.

Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY and CONTRACTOR released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either COUNTY'S or CONTRACTOR'S departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

17. Default, Termination, and Cancellation:

A. Default:

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice will be deemed a termination of the Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

B. Ceasing Performance:

COUNTY or CONTRACTOR may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

Termination or Cancellation without Cause:

COUNTY or CONTRACTOR may terminate this Agreement in whole or in part upon seven(7) calendar days written notice by either party without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

18. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to CONTRACTOR shall be addressed as follows:

El Dorado County Department of Mental Health
344 Placerville Drive, Suite 20
Placerville, CA 95667
Attn: Tom Michaelson, Department Analyst

or to such other location as the CONTRACTOR directs.

Notices to COUNTY shall be addressed as follows:

Director of Mental Health
Amador County Mental Health
1001 Broadway, Suite 201
Jackson, CA 95642-264

Or to such other location as the COUNTY directs.

19. Rules and Laws: CONTRACTOR and COUNTY agree that both are bound in the accomplishment of this Agreement by provisions of the Bronzan Bill, Title 9 of the California Administrative Code, regulations of the State Department of Mental Health, as amended, Local Mental Health Authority and other applicable laws, regulations and policies governing the provisions of public Mental Health services, CONTRACTOR and COUNTY agree to maintain the confidentiality of patient information and records as provided by applicable law; notwithstanding, professional records and COUNTY patient information shall be interchangeable between CONTRACTOR and COUNTY to establish and support a high level of clinical services and continuity of care and aftercare services.

The employee designated to administer this agreement for the El Dorado County Mental Health Department is Tom Michaelson, Department Analyst.

20. Confidentiality: The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the COUNTY, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from COUNTY or creates or receives any PHI on behalf of COUNTY, the Consultant shall maintain the security and confidentiality of such PHI as required of COUNTY by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

21. HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). The County of Amador is a "hybrid entity" under said Act, and the Department of Mental Health is a "covered entity" under said Act. CONTRACTOR, a health care provider as defined in HIPAA (45 C.F.R. section 160.103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. section 164502(e)(1)(ii)(A), Covered Entity and CONTRACTOR are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

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CONTRACT ADMINISTRATOR CONCURRENCE:

By: Tom Michaelson Dated: 8-11-06
Tom Michaelson, Department Analyst
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Barry Wasserman Dated: 8/17/06
Barry Wasserman, Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

CONTRACTOR—

Dated: _____

By: _____

**Chairman
Board of Supervisors
“Contractor”**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ **Dated:** _____
Deputy Clerk

- COUNTY -

Dated: 9/19/06

By: [Signature]

**Chairman
Amador County Board of Supervisors
“County”**

ATTEST:

By: [Signature] **Dated:** 9/19/06
Clerk of the Board of Supervisors

Deputy