

ORIGINAL

AGREEMENT FOR SERVICES #031-S0811

THIS AGREEMENT, made and entered by and between the County of Alpine, a political subdivision of the State of California (hereinafter referred to as "County") and the County of El Dorado, a political subdivision of the State of California, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County and Contractor have been engaged in a collaborative relationship to provide psychiatric emergency services ("PES") on an "as requested" basis in the event that County requires in-patient mental health services for the Mental Health Department.

WHEREAS, County and Contractor desire to establish a collaborative relationship to handle psychiatric emergency services ("PES") on an "as requested" basis in the event that County requests crisis intervention evaluation and assistance, effective upon execution and continuing through June 30, 2008; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: The parties hereto agree to perform in accordance with Exhibit "A", marked "Scope - Mutual Responsibilities," incorporated herein and made reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2008.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \$204.60 per hour with a three (3) hour minimum per contact worked.

Contractor shall submit invoices no later than forty-five (45) days following the end of any month in which services are provided. Invoices shall include the following information:

- Name of Client
- Description of Services Provided
- Dates of Services
- Remittance Address and Telephone Number

Total amount of this Agreement shall not exceed \$25,000.00.

ARTICLE IV

HIPAA Compliance: All data, together with any knowledge otherwise acquired by County and Contractor during the performance of services provided pursuant to this Agreement, shall be treated by County and Contractor and County and Contractor's staff as confidential information. County and Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the County and Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the County and Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Ceasing Performance:** Contractor may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- C. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County 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.

ARTICLE VII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF ALPINE
BEHAVIORAL HEALTH SERVICES
75C DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTN: JUDY MOLNAR, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: JOHN BACHMAN, DIRECTOR

or to such other location as the Contractor directs.

ARTICLE VIII

Indemnity: County agrees to indemnify, defend and save harmless Contractor, its officers, agents, and employees from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with County's performance of this Agreement.

Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees, from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with Contractor's performance of this Agreement.

ARTICLE IX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X

Administrator:

The County Officer or employee with responsibility for administering this Agreement on behalf of El Dorado County is John Bachman, Director, Mental Health Department, or successor.

The County Officer or employee with responsibility for administering this Agreement on behalf of Alpine County is Judy Molnar, Behavioral Health Services Director, or successor.

ARTICLE XI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Judy Molnar Dated: 08-13-07
Judy Molnar, Behavioral Health Services Director
Alpine County

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John Bachman Dated: 7/16/07
John Bachman, Director, Mental Health Department
El Dorado County

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF ALPINE --

Dated: 08-07-2007

By: Henry C. Veatch
Henry C. Veatch, Chairman
Board of Supervisors
"Alpine"

ATTEST:
Barbara Howard
County Clerk and ex officio Clerk of the Board of Supervisors

By: Lynn Arias Date: 08-07-2007
Deputy Clerk

By: Lynn Arias, Assistant County Clerk

Approved as to form:
Office of Alpine County Counsel

By: Martin Fine Date: 8/14/07
Martin Fine

-- COUNTY OF ELDORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Exhibit "A"
Scope - Mutual Responsibilities

I. Mutual Responsibilities - Psychiatric Emergency Services (PES)

a. **Receiving and Processing Initial Telephone Contact**

- i. Alpine County's staff, upon identifying a potential PES situation, shall immediately notify Alpine County's law enforcement authorities
- ii. Alpine County law enforcement authorities and/or other reporting parties shall immediately contact the designated PES unit from the El Dorado County Mental Health Department in South Lake Tahoe at (530) 544-2219 to inform them of the situation and give an estimated time of arrival at Barton Hospital Emergency Room.
- iii. El Dorado County Mental Health Department shall assess the situation and determine the appropriate type of response, either crisis intervention, or voluntary or involuntary psychiatric hospitalization. All face-to-face evaluations of Alpine County clients shall occur at the Barton Hospital Emergency Room in South Lake Tahoe.

b. **Processing the Referral**

- i. Appropriate El Dorado County Mental Health Department PES staff will complete the appropriate El Dorado County documentation and arrange an appropriate disposition of the client.
- ii. Written support documents may be faxed or copies mailed back to Alpine County Mental Health.
 1. If documents are faxed, the sending county shall alert the receiving county of the incoming fax and indicate "Confidential" on the cover sheet. The receiving county shall arrange to have the faxed documents retrieved in a timely manner and delivered to a secure area.
 2. If documents are mailed, the sending county shall indicate "Confidential" on the envelope and address it to the designated contact. The receiving party shall ensure that they are the only party that shall open the envelope.

3. Alpine County is responsible for payment for services, emergency room, ambulance and any other service connected costs.
- c. Response Shift Reimbursement Rates and Procedures for El Dorado County Rendered to Alpine County: Each PES contact shall be detailed separately. Each contact shall be charged for a minimum of three (3) hours per contact worked at the not-to-exceed rate of \$204.60 per hour for a minimum of \$613.80 for each shift.
 - d. Hours of Operation: PES response will be a 24 hour a day, seven day a week service. This includes the after-hours timeframe (Monday through Friday from 5:00 p.m. to 8:00 a.m.; anytime on weekends and holidays).
 - e. Eligibility Responsibilities
 - i. El Dorado County Department of Mental Health staff shall notify Alpine County of any children or adults detained under 5150, or who have received crisis intervention or involuntary psychiatric hospitalization on behalf of Alpine County. El Dorado County Department of Mental Health staff shall provide invoices and copies of all relevant documentation to Alpine County for follow-up.
 - ii. El Dorado County shall bill Alpine County as it relates to claiming procedures and at the hourly rates set forth in item I.c above. Each claiming procedure shall be billed for a minimum of three (3) hours.
 - f. Cases Requiring Ongoing Services: Cases requiring ongoing services will be referred back to Alpine County for follow-up.

II. Alpine County Responsibilities to El Dorado County

- a. Alpine County's Counsel shall be available and responsible for providing legal services for all Alpine County cases.
- b. El Dorado County shall have telephone access with Alpine County Behavioral Health Services during normal business hours for the purpose of obtaining all medical records relevant to a PES evaluation.