

AGREEMENT #279-O0911

THIS AGREEMENT, made and entered by and between Amador County, a political subdivision of the State of California (hereinafter referred to as “AMADOR”) and El Dorado County Health Services Department, Mental Health Division, which operates a Psychiatric Health Facility (hereinafter referred to as “EL DORADO”);

RECITALS

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

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

WHEREAS, it is the responsibility of EL DORADO to assure that the inpatient psychiatric services rendered to patients admitted to EL DORADO’S facility are consistent with state and federal laws.

NOW, THEREFORE, AMADOR and EL DORADO mutually agree as follows:

ARTICLE I

Term: This agreement shall become effective when fully executed by both parties hereto. The term of this Agreement shall commence July 1, 2008 and shall continue unless the Agreement is terminated by either party in accordance with **ARTICLE XII - Default, Termination, and Cancellation** herein below.

ARTICLE II

Scope of Services: EL DORADO shall provide psychiatric inpatient services to residents of AMADOR age eighteen (18) and above 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 AMADOR, 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 EL DORADO’S professional staff. As part of the inpatient treatment services, EL DORADO may, but is not required to, provide necessary emergency and non-elective ancillary medical services.

AMADOR understands and accepts that patients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate pursuant to W&I 5250(c).

Direction and Supervision: Such services shall be provided by EL DORADO for AMADOR patients under the general supervision of the Amador County Behavioral Health Department Director or his/her designee.

Patient Eligibility:

All persons referred for admission to EL DORADO'S facility will be medically cleared for admission to a non-medical facility prior to admission to EL DORADO'S facility. This medical clearance will be provided directly or indirectly and payment arranged or provided by AMADOR. Criteria and requirements for medical clearance will be determined by EL DORADO.

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

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 El Dorado County Health Services Director and Amador County Director of Behavioral Health.

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 EL DORADO'S facility. As authorized by section 5151, EL DORADO designates AMADOR'S Behavioral Health clinical staff to conduct that assessment. EL DORADO agrees that only those patients which AMADOR refers to EL DORADO for said program shall receive services, and that AMADOR shall not be required to pay for services until authorization for those services has been given by AMADOR. AMADOR agrees to cooperate with the admission of AMADOR'S patients to EL DORADO'S facility. AMADOR residents presenting for crisis evaluation in El Dorado County and detained pursuant to Section 5151 may be admitted by EL DORADO to EL DORADO'S facility. Upon notification and confirmation of residency in Amador County, AMADOR shall authorize admission and payment consistent with the terms of this agreement. Alternatively, AMADOR may arrange for transfer to another treatment facility.

Coordination of Care: AMADOR and EL DORADO 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. AMADOR agrees to facilitate timely placement for patients ready for discharge.

Aftercare and Discharge: 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 AMADOR 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.

AMADOR will be responsible for aftercare and placement of all patients (Lanterman-Petris-Short Act (LPS) and non-LPS) covered by this agreement upon their discharge from EL DORADO'S facility or any subsequent placement facility.

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

Documentation: Documentation of services provided by EL DORADO for each patient of AMADOR shall be available for review by AMADOR upon request.

ARTICLE III

Compensation:

1. **Rates for Services:** In consideration for EL DORADO providing inpatient psychiatric services to AMADOR'S patients pursuant to this Agreement, AMADOR shall pay EL DORADO at the rate of \$657.00 per patient/per day or the Short-Doyle/Medi-Cal (SD/MC) Statewide Maximum Allowance (SMA) rate in effect at the time of service plus 15%, whichever is greater. The rate shall be inclusive of medications, psychiatrist's time, laboratory work and court costs. The full per-day rate shall apply to the day of admission regardless of the time of admission. There is no administrative day rate. Payment is due from AMADOR for each day of inpatient psychiatric service, including the day of admission, excluding the day of discharge.
2. **Patient Billing:** EL DORADO will bill Medi-Cal and County Medical Services Program (CMSP) when applicable. For patients who are AMADOR Medi-Cal beneficiaries, AMADOR will be charged the contracted rate less a credit for payment due from Medi-Cal Federal Financial Participation (FFP). For AMADOR patients who are CMSP members, AMADOR will be charged the contracted rate less a credit for payment due from CMSP. Inpatient days that cannot be billed to Medi-Cal or CMSP shall remain the financial responsibility of Amador at the contracted rate. Any credit provided to AMADOR for a Medi-Cal or CMSP billing that is subsequently disallowed shall be reimbursed by AMADOR to EL DORADO.
3. **Transportation Costs:** All transportation costs to and from EL DORADO'S facility for medical care and clearance are the responsibility of AMADOR. AMADOR shall reimburse EL DORADO for transportation costs incurred by EL DORADO in implementing a discharge plan authorized by AMADOR. In consideration for EL DORADO'S providing transportation for AMADOR patients, AMADOR shall pay EL DORADO \$25.00 per hour/per driver plus mileage at the then in effect federal mileage reimbursement rate.

Payments to EL DORADO shall be made within 45 days of receipt of invoice by AMADOR.

ARTICLE IV

Applicable Records: EL DORADO shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each AMADOR patient served, including intake information and a record of services provided by EL DORADO 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. EL DORADO 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 Behavioral 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 AMADOR or the State Department of Mental Health at reasonable times during normal business hours. EL DORADO agrees to extend to County Behavioral Health Department Director or his/her designee the right to review and investigate all records, program, or written procedures relating to AMADOR patients at any reasonable time; EL DORADO agrees to provide County Behavioral Health Department data in a timely fashion as directed and as specified by County Behavioral Health Department.

ARTICLE V

Rules and Laws: EL DORADO and AMADOR 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. EL DORADO and AMADOR agree to maintain the confidentiality of patient information and records as provided by applicable law; notwithstanding, professional records and AMADOR patient information shall be interchangeable between EL DORADO and AMADOR to establish and support a high level of clinical services and continuity of care and aftercare services.

ARTICLE VI

Confidentiality: EL DORADO 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. EL DORADO shall not use such information for any purpose other than carrying out EL DORADO'S obligations under this Agreement. EL DORADO shall promptly transmit to AMADOR all requests for disclosure of such information not emanating from the client. EL DORADO shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than AMADOR, 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 finger or voice print or a photograph. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from AMADOR or creates or receives any PHI on

behalf of AMADOR, the Consultant shall maintain the security and confidentiality of such PHI as required of AMADOR by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VII

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 Health Services Department is a "covered entity" under said Act. EL DORADO, 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 EL DORADO 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.

ARTICLE VIII

Status of Contractor: The parties hereto agree that EL DORADO, 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 AMADOR. EL DORADO 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 EL DORADO pursuant to the Agreement.

ARTICLE IX

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 X

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

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both EL DORADO and AMADOR 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 AMADOR'S and EL DORADO'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 AMADOR and EL DORADO 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 AMADOR'S or EL DORADO'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.

ARTICLE XII

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 shall be deemed a

termination of this Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

- B. **Ceasing Performance:** AMADOR or EL DORADO may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.
- C. **Termination or Cancellation without Cause:** AMADOR or EL DORADO 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, AMADOR will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to EL DORADO, and for such other services, which AMADOR may agree to in writing as necessary for contract resolution. In no event, however, shall AMADOR be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, EL DORADO 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, AMADOR reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIII

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:

Notices to EL DORADO shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT, MENTAL HEALTH DIVISION
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as EL DORADO directs.

Notices to AMADOR shall be addressed as follows:

GEORGE SONSEL, LCSW, DIRECTOR
BEHAVIORAL HEALTH DEPARTMENT
AMADOR COUNTY
10877 CONDUCTOR BOULEVARD, SUITE 300
SUTTER CREEK, CA 95685

Or to such other location as AMADOR directs.

ARTICLE XIV

Indemnity: AMADOR shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. EL DORADO 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 EL DORADO and AMADOR 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 EL DORADO and AMADOR 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.

ARTICLE XV

Insurance: EL DORADO 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 AMADOR upon request.

ARTICLE XVI

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Barry Wasserman, Mental Health Program Manager, Health Services Department, Mental Health Division, or successor.

ARTICLE XVII

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.

ARTICLE XVIII

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Neda West, Director
Health Services Department
"EL DORADO"

-- COUNTY OF AMADOR --

Dated: _____

By: _____

Chairman
Board of Supervisors
County of Amador
"AMADOR"

ATTEST:
Clerk of the Board of Supervisors

By: _____ Dated: _____

Approved as to Form:
Office of the County Counsel
County of Amador

By: _____