

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

**Meeting of
March 6, 2007**

AGENDA TITLE: Agreement #285-S0711 with Heritage Oaks Hospital

| | | |
|-----------------------------------|---|--|
| DEPARTMENT: Mental Health | DEPT SIGNOFF: <i>John Bachman</i> | CAO USE ONLY: 2/21 <i>C Laura Schwartz</i> |
| CONTACT: John Bachman, PhD | | |
| DATE: 2/8/2007 | PHONE: 621-5106 | |

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Mental Health Department requests the Board approve and authorize the Chairman to sign Agreement #285-S0711 with Heritage Oaks Hospital to provide acute psychiatric services and treatment for mentally ill minors on an "as requested" basis. The term of this agreement is for two years from the date of execution.

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Giel 2/21/07*

| | |
|---|--|
| Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other Other: 50% Medi-Cal/40% EPSDT/10% Realign |
| BUDGET SUMMARY: | CAO Office Use Only: |
| Total Est. Cost <u>\$65,700.00</u> | 4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Funding | Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Budgeted <u>\$65,700.00</u> | New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| New Funding _____ | CONCURRENCES: |
| Savings* _____ | Risk Management <input checked="" type="checkbox"/> |
| Other _____ | County Counsel <input checked="" type="checkbox"/> |
| Total Funding <u>\$65,700.00</u> | Other _____ |
| Change in Net County Cost | |

***Explain**

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: _____

EL DORADO COUNTY

DEPARTMENT OF MENTAL HEALTH ADMINISTRATIVE OFFICE



John Bachman, Director
Christine Kondo-Lister, Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

February 8, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement #285-S0711 with Heritage Oaks Hospital

RECOMMENDATIONS: The Mental Health Department recommends the Board approve and authorize the Chairman to sign Agreement #285-S0711 with Heritage Oaks Hospital. The term of this agreement is for two years from date of execution.

BACKGROUND: Heritage Oaks Hospital in Sacramento will provide acute psychiatric services and treatment for mentally ill minors on an "as requested" basis for the Mental Health Department.

REASONS FOR RECOMMENDATIONS: Mental Health occasionally has the need for in-patient hospital treatment of a minor. The typical duration of a stay in the hospital is generally short. The subject agreement provides only \$90 per day for the fees charged by the physician while hospitalized; the other hospital costs are paid to the hospital by the State. The State, in turn, is reimbursed by withholding realignment funds from the County.

This Agreement has been approved by County Counsel and Risk Management, and a copy is on file in the Board Clerk's Office.

The Administrator of this Agreement shall be Thomas Michaelson, Department Analyst.

FISCAL IMPACT: The total funding for this Agreement is \$65,700.00 for the two year period. Funding will come from Medi-Cal, EPSDT and realignment.

NET COUNTY COST: None.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Clerk's Office will forward executed Agreement to Mental Health Department for further processing.
2. CAO's Procurements and Contracts Division will create a blanket purchase order.

Respectfully submitted,

A handwritten signature in black ink that reads "John Bachman". The signature is written in a cursive style with a horizontal line underneath the name.

John Bachman, PhD
Director

CONTRACT ROUTING SHEET

Date Prepared: 10/6/06

Need Date: _____

PROCESSING DEPARTMENT:

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

CONTRACTOR:

Name: Heritage Oaks Hospital
Address: 4250 Auburn Blvd.
Sacramento, CA 95841
Phone: 916-830-1275 (Mark Grip)

2006 OCT - 5 AM 10:04
EL DORADO COUNTY COUNSEL
Stacey Bellwood

CONTRACTING DEPARTMENT: Mental Health

Service Requested: M/H Services "as requested."
Contract Term: 2 Years Contract Value: \$65,700
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 10-6-06 By: *W. L. ...*
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
DATE 10/06/06
ATTORNEY EA ...
DEPT./INDEX NO. ...
BY: *[Signature]*

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 10/9/06 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

OCT 09 2006

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

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

ORIGINAL

AGREEMENT FOR SERVICES #285-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and BHC Heritage Oaks Hospital, Inc., a Tennessee Corporation dba Heritage Oaks Hospital, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Auburn Boulevard, Sacramento, CA 95841; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to engage a Consultant to provide mental health services on an "as requested" basis to clients referred by the Department of Mental Health; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; 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 Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Physicians affiliated with Consultant (employed by Consultant or a member in good standing on the hospital medical staff) shall provide mental health services on an "as requested" basis for the care and treatment of acute episodes of mental illness meeting the medical necessity criteria covered by the MediCal program, according to the requirements and standards as promulgated by this Agreement, to residents of County under the age of eighteen (18) who are MediCal eligible and meet the criteria for mental health services under the California Community Mental Health Services Law, in accordance with Consultant's license.

Services shall be provided to eligible persons who may be either on a voluntary or involuntary status. Physicians affiliated with Consultant shall provide psychiatric evaluation and treatment for County residents admitted pursuant to this Agreement. The authorized length of stay of each patient shall be jointly determined by the County and the physicians affiliated with Consultant in accordance with the medical needs of each patient.

All services must have authorization of County Mental Health Director or designee, through the usual MediCal Treatment Authorization Request (TAR) process.

ARTICLE II

Confidentiality: The Consultant 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 Consultant shall not use such information for any purpose other than carrying out the Consultant's obligations under this Agreement. The Consultant shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Consultant 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

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days after County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the inpatient billing rate shall be \$90.00 per session, not to exceed one per patient day. Total amount of this Agreement shall not exceed \$65,700.00 for the two (2) year period.

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

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is 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 business, County 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, County shall give notice of cancellation of this 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 released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

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. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. **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. Consultant may terminate this Agreement in whole or in part upon thirty (30) days written notice by Consultant 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, 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, Consultant 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 XI

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 EL DORADO
MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

HERITAGE OAKS HOSPITAL
4250 AUBURN BOULEVARD
SACRAMENTO, CA 95841
ATTN: KENNETH A. MEIBERT, CHIEF EXECUTIVE OFFICER

or to such other location as the Consultant directs.

ARTICLE XII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the

Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The County shall defend, indemnify, and hold the Consultant harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Consultant employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Consultant, the County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Consultant, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Consultant harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. **Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.**
- B. **Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.**
- C. **Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.**
- D. **In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement professional liability is required.**
- E. **Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.**
- F. **The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.**
- G. **Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as**

provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIV

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 Consultant 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 XV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

ARTICLE XIX

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 XX

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 XXI

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 XXII

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: Tom Michaelson Dated: 1-22-07
Tom Michaelson, Department Analyst
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John Bachman Dated: 1/23/0
John Bachman, PhD, 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.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

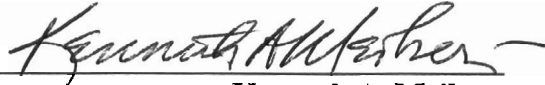
**ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors**

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: 1-31-07

**BHC HERITAGE OAKS HOSPITAL, INC.
A TENNESSEE CORPORATION dba
HERITAGE OAKS HOSPITAL**

By: 

**Kenneth A. Meibert
Chief Executive Officer
"Consultant"**