

Solano County Health & Social Services Department



Patrick O. Duterte, Director

Mental Health Services
Public Health Services
Substance Abuse Services
Older & Disabled Adult Services

Eligibility Services
Employment Services
Children's Services
Administrative Services

MEMORANDUM OF UNDERSTANDING

WHEREAS, Solano County Health and Social Services (hereinafter "County") requires Acute Psychiatric Inpatient Treatment services; and

WHEREAS, El Dorado County Health and Human Services Agency (hereinafter "Facility") has the capability to provide such services; and

THEREFORE, County and Facility mutually agree as follows:

1. For each individual client, currently under treatment at Facility, as well as future clients, County will execute an Admission Agreement for Acute Psychiatric Inpatient Treatment Services ("Admission Agreement").
2. The Admission Agreement will specify the compensation terms and rates applicable to the individual client in effect on admission date. If compensation terms or a rate applicable to the individual client changes or if the client's treatment status changes during that client's treatment period, County and Facility will negotiate revised rates and execute a new Admission Agreement. The new Admission Agreement will supersede any and all previous agreements for that client.
3. The term of the Admission Agreement will be for the duration of the admittance and treatment period of the individual client. Facility shall notify County immediately at (707) 399-4900 when the client is discharged.
4. This Memorandum of Understanding shall remain in full force and effect until both parties agree in writing to a written modification or termination.

The parties have executed this Memorandum of Understanding as of this _____ day of _____, 2014.

COUNTY

By: _____
Title: _____
Date: _____

FACILITY

By: _____
Title: Norma Santiago, Chair
Board of Supervisors
Date: _____

MOU # 7097

ADDENDUM I TO 396-F1311

- A. **Administrator:** The County of El Dorado (“Facility”) Officer or employee responsible for administering this Agreement is Cheree Haffner, Manager of Mental Health Programs, or successor.
- B. **Indemnity:** Solano 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 Solano 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 Solano 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.
- C. **Compensation:**
1. **Rates for Services:** In consideration for El Dorado providing inpatient psychiatric services to Solano’s patients pursuant to this Agreement, Solano shall pay El Dorado the County Published Rate as defined in Exhibit A hereto plus 15%, rounded up to the nearest whole dollar. 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 Solano for each day of inpatient psychiatric service, including the day of admission, excluding the day of discharge.
 2. **Patient Billing:**
 - a. El Dorado will bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed.
 - b. Solano will be charged the contracted rate less a credit for anticipated payments due to El Dorado as stated in section 2. “Patient Billing” item a herein.
 - c. Inpatient days that cannot be billed pursuant to section B. “Patient Billing” item a herein shall remain the financial responsibility of Solano at the contracted rate.
 - d. Any credit provided to Solano for billing per section B. “Patient Billing” item a herein that is subsequently disallowed shall be reimbursed by Solano 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 Solano. Solano shall reimburse El Dorado for transportation costs incurred by El Dorado in implementing a discharge plan authorized by Solano. In consideration for El Dorado’s providing transportation for Solano patients, Solano shall pay El Dorado \$25.00 per hour/per driver plus mileage at the then in effect federal mileage reimbursement rate.

EXHIBIT A - MH PUBLISHED RATES

**El Dorado County Published Rates
for Mental Health Services
FY 2008-09 - Updated**

<u>OUTPATIENT SERVICES:</u>	<u>RATE:</u>
Case Management Brokerage	\$135.93/hr
Individual Therapy	\$175.26/hr
Group Therapy	\$175.26/hr
Collateral Visit	\$175.26/hr
Assessment/Evaluation	\$175.26/hr
Crisis Intervention	\$261.51/hr
Medication Visit	\$324.30/hr

DAY REHABILITATION
SERVICES:

Full Day	\$150.93/day
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INPATIENT SERVICES:

Psychiatric Health Facility	\$650.00/day
Adult Crisis Residential*	\$370.23/day

**Rate effective upon opening of the Crisis Residential Treatment program on 2/1/09.*

**ADMISSION AGREEMENT FOR RESIDENTIAL TREATMENT SERVICES
COUNTY OF SOLANO DEPARTMENT OF HEALTH AND SOCIAL SERVICES**

THIS ADMISSION AGREEMENT is made and entered into as of _____ (Admission Date), by and between Solano County Health and Social Services Department (hereinafter "County") and _____ (hereinafter "Contractor").

- A. This Agreement will terminate on the date of the client's discharge.
- B. This Agreement specifically covers Residential Treatment Services for:

<u>Client Name</u>	<u>Client #</u>	<u>Admit Date</u>	<u>Discharge Date</u> <i>(To Be Completed at time of discharge)</i>

C. Compensation shall be as follows (check rate(s) that apply):

- Rate of \$ _____ per [hour] [week] [month] to a maximum amount of \$ _____ total.
- Applicable MediCal Rates as designated below:

_____	\$ _____	per [hour] [day] [week] [month]
_____	\$ _____	per [hour] [day] [week] [month]
- Other Applicable Rates _____ (See Attachment)

Upon submission of an invoice by Contractor, and approval by the County's authorized representative, County shall pay Contractor monthly in arrears for work performed the prior month. Each invoice must specify services rendered, to whom, date of service and the charges in accordance with the agreed-upon method.

- D. This Agreement may be void and unenforceable if all or part of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may require the renegotiation of compensation terms with Contractor to conform with reduced funding levels.
- E. Contractor certifies that all Certificates of Insurance, Contractor's Signing Authority Form, Business and Professional Licenses/ Certificates, federal IRS ID number, or other applicable required licenses/certificates are filed with the Contract Administrator.
- F. This agreement is for the duration of client's admittance and terminates upon discharge.
- G. Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination.
- H. The facility accepts all liability and responsibility for placement and treatment of client during admittance to said facility.

COUNTY

By _____

Date _____

CONTRACTOR

By _____

Federal I.D. # _____

Date _____

Control #: AA-