

AGREEMENT FOR SERVICES - #005-189-M-R2011
with
ALPINE COUNTY
regarding
PSYCHIATRIC EMERGENCY SERVICES

THIS AGREEMENT, made and entered by and between Alpine County, a political subdivision of the State of California (hereinafter referred to as ALPINE) and County of El Dorado Health Services Department, Mental Health Division, (hereinafter referred to as EL DORADO);

RECITALS

WHEREAS, in accordance with existing laws and regulations, ALPINE is charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, EL DORADO has staff to provide psychiatric emergency services for mentally disordered persons, 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

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

Article I. SCOPE OF SERVICES

The parties hereto agree to perform in accordance with Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Article II. TERM

This Agreement is effective upon signature by the parties hereto, and shall cover the term July 1, 2011 through June 30, 2014, unless terminated earlier pursuant to provisions of Article VI herein.

Article III. COMPENSATION FOR SERVICES

Section 3.01 For services provided herein, ALPINE agrees to pay EL DORADO monthly in arrears and within thirty (30) days following ALPINE'S receipt of itemized invoice(s) identifying services rendered.

Section 3.02 Reimbursement Rates:

In consideration for EL DORADO providing psychiatric emergency services to ALPINE'S clients pursuant to this Agreement, ALPINE shall pay EL DORADO the Short-Doyle/Medi-Cal (SD/MC) Statewide Maximum Allowance (SMA) rate for Crisis Intervention per staff minute in effect at the time of service plus fifteen percent (15%), rounded up to the nearest whole dollar. Should the State discontinue providing the Crisis Intervention SMA rate, the rate charged by EL DORADO will remain at the last available Crisis Intervention SMA rate plus fifteen percent (15%), rounded up to the nearest whole dollar, pending any amendment by the parties hereto. ALPINE will be charged for a minimum of three (3) hours for each contact with a client. Additional time beyond the minimum three (3) hours will be charged at the above referenced per minute rate.

Each Psychiatric Emergency Services (PES) contact shall be detailed separately on invoices provided by EL DORADO.

Section 3.03 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. ALPINE will be charged the contracted rate less a credit for anticipated payments due to EL DORADO as stated in Section 3.03(a).
- c. Charges which cannot be billed pursuant to Section 3.03(a) shall remain the financial responsibility of ALPINE at the contracted rate.
- d. Any credit provided to ALPINE for billing per Section 3.03(a), that is subsequently disallowed shall be reimbursed by ALPINE to EL DORADO.

Section 3.04 Invoices provided by EL DORADO shall include the following information:

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

Section 3.05 Total amount of this Agreement shall not exceed \$25,000.

Article IV. 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 Alpine Behavioral Health Department is a Covered Entity under said Act, and EL DORADO, a health care provider as defined in HIPAA (Title 45 C.F.R. Section 160.103), is a Covered Entity under said Act. 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 Title 45 C.F.R. Section 164.502(e)(1)(ii)(A), ALPINE 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 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

Section 6.01 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.

Section 6.02 Ceasing Performance

ALPINE or EL DORADO may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

Section 6.03 Termination or Cancellation without Cause

ALPINE 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, ALPINE will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which the parties may agree to in writing as

necessary for contract resolution. In no event, however, shall ALPINE be obligated to pay more than the total amount of the contract. Upon 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.

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 EL DORADO shall be addressed as follows:

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

or to such other location as EL DORADO directs.

Notices to ALPINE shall be addressed as follows:

ALPINE COUNTY BEHAVIORAL HEALTH
75 "C" DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTENTION: PAMELA KNORR, DIRECTOR

or to such other location as ALPINE directs.

Article VIII. INDEMNITY

ALPINE 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 ALPINE 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 ALPINE 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 IX. INTEREST OF PUBLIC OFFICIAL

No official or employee of ALPINE who exercises any functions or responsibilities in review or approval of services to be provided by EL DORADO 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 ALPINE 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 the County of El Dorado is Barry Wasserman, Manager of Mental Health Programs, Health Services Department, Mental Health Division, or successor.

The County Officer or employee with responsibility for administering this Agreement on behalf of Alpine County is Pamela Knorr, 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 the County of El Dorado, 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.

COUNTY OF EL DORADO DEPARTMENT HEAD CONCURRENCE

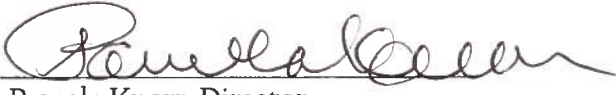
By: 
Neda West, Director
Health Services Department

Dated: 7-22-11

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

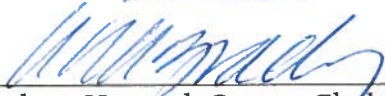
-- COUNTY OF ALPINE --

By:  Dated: 8/25/11
Pamela Knorr, Director
Alpine County Behavioral Health

By:  Dated: 8-16-11
Tom Sweeney, Chair
Alpine County Board of Supervisors

APPROVED AS TO FORM: Dated: 8-16-11

By: 
Martin Fine, County Counsel

By: 
Barbara Howard, County Clerk
By: Teola Brady, Assistant County Clerk

-- COUNTY OF EL DORADO --

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

Dated: _____

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

EXHIBIT A to AGREEMENT #005-189-M-R2011
with
ALPINE COUNTY
regarding
PSYCHIATRIC EMERGENCY SERVICES

SCOPE OF WORK

I. MUTUAL RESPONSIBILITIES – PSYCHIATRIC EMERGENCY SERVICES (PES)

A. Receiving and Processing Initial Telephone Contact

1. ALPINE's Behavioral Health staff, upon identifying a potential Psychiatric Emergency Services (PES) situation, shall immediately notify ALPINE's law enforcement authorities.
2. ALPINE Behavioral Health staff will perform a preliminary assessment to determine if the client needs to be further evaluated at the Barton Healthcare System Emergency Department in South Lake Tahoe, CA.
3. If it is determined that an assessment at Barton Healthcare System is required, ALPINE law enforcement authorities or ALPINE Behavioral Health staff shall immediately contact the designated PES staff from County of El Dorado Health Services Department, Mental Health Division (EL DORADO) in South Lake Tahoe at (530) 544-2219 to inform them of the situation. EL DORADO PES staff will arrive at Barton Healthcare System within forty-five (45) minutes notification.
4. EL DORADO PES staff shall provide an assessment pursuant to Penal Code Section 5150 and determine the appropriate type of response: crisis intervention, voluntary psychiatric hospitalization or involuntary psychiatric hospitalization. Assessments of ALPINE clients will be conducted at Barton Healthcare System Emergency Department. EL DORADO will also respond to requests to perform 5150 assessments for ALPINE residents from institution staff at the El Dorado County Jail, Juvenile Hall, and Juvenile Treatment Center and will follow the process as listed in section "B" of this document.
5. Transportation of an ALPINE resident who has been put on a 5150 hold at Barton Healthcare System and is being sent to another facility shall be by ambulance. The ambulance will be called by the Barton Healthcare System Emergency Department staff, as required. ALPINE's law enforcement authorities shall be responsible to transport its residents who do not meet 5150 criteria. Transports of an ALPINE resident on a 5150 hold, from an institution (i.e. County of El Dorado Jail, Juvenile Hall, or Juvenile Treatment Center), shall follow the regulations of that institution.

6. Minors who require hospitalization shall be transported to a hospital designated to serve minors.

7. Adults who require hospitalization shall be transported to either the County of El Dorado Psychiatric Health Facility (PHF) or to a private hospital.

B. Processing the Assessment

1. EL DORADO PES staff will complete the appropriate EL DORADO documentation, and arrange an appropriate disposition for the client (e.g. hospitalization or release).

2. Written support documents may be faxed to ALPINE at (530) 694-2387 (or the most recently supplied number) during business hours or copies will be mailed to ALPINE Behavioral Health Services, pursuant to Article VII of the Agreement.

a. If documents are faxed, EL DORADO shall alert ALPINE of the incoming fax and indicate "Confidential" on the cover sheet. ALPINE shall arrange to have the faxed documents retrieved in a timely manner and delivered to a secure area.

b. If documents are mailed, EL DORADO shall indicate "Confidential" on the envelope and address it to the designated contact. ALPINE shall ensure that they are the only party that shall open the envelope.

3. ALPINE is responsible for payment for psychiatric emergency services, emergency room, ambulance, and any other service-connected costs.

C. Hours of Operation

EL DORADO PES response will be a twenty-four (24) hour per day, seven (7) days a week service.

D. Eligibility Responsibilities

EL DORADO shall notify ALPINE of any minors or adults detained under 5150, or who have received crisis intervention or voluntary psychiatric hospitalization on behalf of ALPINE. EL DORADO shall provide invoices and copies of all relevant clinical documentation to ALPINE for follow-up.

E. Cases Requiring Ongoing Services

Cases requiring ongoing services will be referred by EL DORADO back to ALPINE Behavioral Health staff for follow-up by ALPINE.

II. ADDITIONAL ALPINE COUNTY RESPONSIBILITIES

- A. ALPINE's County Counsel shall be available during normal business hours for consultation with EL DORADO and shall be responsible for providing legal services for all ALPINE cases.
- B. ALPINE's Behavioral Health staff shall be available for telephone consultation with EL DORADO staff and shall provide all medical records relevant to a PES assessment.