



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
2850 Fairlane Court  
Placerville, California 95667

**REQUEST FOR PROPOSAL #19-918-083**

**DUE: 3:00 PM – July 12, 2019**

Sealed Proposals must be clearly marked on the outside of the package with:  
**“RFP #19-918-083 – DO NOT OPEN”**

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**Psychiatric Health Facility (PHF) Management and Operation**

The County of El Dorado Office of Procurement and Contracts, through its Health & Human Services Agency (also referred to as “County”), is requesting proposals for the operation and management of the County’s sixteen (16) bed Psychiatric Health Facility.

This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

**Notice to Proposers**

***The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:***

<http://edcapps.edcgov.us/contracts/bidresults.asp>

***RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.***

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- I. **Overview:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador, and Alpine counties in California, and Douglas County, Nevada. The two (2) incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2010 census, El Dorado County's population was determined to be 183,750. El Dorado County's population is projected to reach 243,000 by 2025, an increase of nearly 60,000 new residents.

The County is seeking proposals from qualified firms, groups, or organizations who meet the eligibility requirements established in this RFP to operate and manage the Psychiatric Health Facility (PHF) owned by the County. The successful Proposer will be selected to negotiate a five (5) year agreement with the County for the services described in this RFP.

A. Background

The County's PHF is a sixteen (16) bed, 7,424 sq. ft. (approximately) facility located in Placerville, California. A general map of the facility's layout as well as its general location in Placerville is attached to this RFP as Attachment C, marked "Psychiatric Health Facility Map," for reference. Since January 2017, the PHF has averaged 10.76 occupied beds per day, of which 7.76 beds have been County clients and 3.0 beds have been from other counties that contract for the use of the space.

The PHF serves male and female clients, who are 18 years and older, who are exhibiting acute psychiatric symptoms and have been placed on a Welfare and Institutions Code (WIC) Section 5150 designation or who have been admitted on a voluntary basis. Clients served are recipients of Medi-Cal benefits, County Medical Services Program (CMSP) benefits, and/or County-sponsored.

The purpose of the PHF is to provide a safe and therapeutic environment for Clients experiencing acute psychiatric symptoms. The goal is to provide intensive mental health psychiatric treatment services to assist in the stabilization of the Client's condition through a program designed to stabilize the current crisis and assist the Client's return to a less restrictive setting. Services shall include a well-developed Recovery oriented treatment program that provides a safe and secure environment to pursue Wellness and Recovery with appropriate professional staffing on a twenty-four (24) hour, seven (7) day a week basis.

The County anticipates an approximate minimum utilization rate of four thousand five hundred fifty-five (4,555) Bed Days per County Fiscal Year (July 1st – June 30th); Bed Day Utilization is based on clients with Medi-Cal benefits, CMSP clients, and County-sponsored clients. Proposers who are licensed and certified to provide services for clients with Medicare and/or private insurance may reasonably anticipate an increase in the utilization rates.

The average length of stay in the PFH is 7.79 days. The County's expectation for the successful proposer will be to manage similarly brief lengths of stay for those adults meeting appropriate admission criteria.

B. RFP Process Timeline

Event	Date
RFP Release Date	6/7/2019
Facility Tour	6/19/2019
Written Questions Due	6/24/2019
Answers to Questions Posted	7/1/2019
Proposal Submissions Due	7/12/2019
Oral Presentations	7/29 – 8/2/2019 (if necessary)
Selected Proposer Notified	8/9/2019 (or earlier)
Board of Supervisors Award – Designation of 5150 Provider	9/10/2019 (estimated)

C. Facility Tour

Potential Proposers are highly encouraged to attend the Facility Tour, which will occur at the County's PHF. The tour will take place June 19, 2019 at 3:00 PM, at the following address:

County of El Dorado  
Psychiatric Health Facility  
935-B Spring Street  
Placerville, California 95667

The Facility Tour will not take the place of formal written questions that can be asked by Proposers. In order to ensure all Proposers are provided the same information, Proposers will be asked to submit any and all questions related to the PHF or this RFP process in writing, at the appropriate time, consistent with the specifications provided in this RFP.

**No other opportunity will be provided to visit the facility prior to the conclusion of this competitive process.** Proposers who fail to attend the tour will not be given any other opportunity and will be held to the same evaluative standard as those Proposers who do attend.

In order to maximize the value of the tour, potential respondents are encouraged to familiarize themselves with this RFP in its entirety prior to the tour date. Any clarifications, required changes, or clarifications related to the RFP will be issued in the form of addendum to the RFP will be posted to the County's website alongside the RFP.

D. Sample Agreement

Attachment A, marked "Agreement for Operation of the Psychiatric Health Facility," to this RFP is a Sample Agreement that contains terms and conditions specific to the provision of services identified in this RFP. Attachment A is a sample only, as specific terms and conditions may be negotiable subject to the needs of the County and/or statutory requirements. Given the RFP is intended to be a vehicle through which proposal can be solicited, it is intended to be more general and less specific than the resulting agreement.

As a result, Proposers seeking additional clarity on specific requirements should look first to the Attachment A for clarification.

#### E. Desirable Qualifications – Evaluative Factors

Notwithstanding any other criteria indicated in this RFP, the County will evaluate Proposers based on the following criteria, which includes but is not limited to:

- Demonstrated experience and capacity for providing timely and accurate clinical documentation;
- Demonstrated successful outcomes for Mental Health Clients in acute crisis and co-occurring substance use disorder and mental health clients;
- Verifiable experience and demonstrated success in program management and operations;
- Knowledge and experience related to treatment modalities based in recovery principles and psycho social rehabilitation skill building;
- Knowledge and organizational capacity for cultural competency, including experience working with bicultural and bilingual populations as well as other cultural groups prevalent in the County of El Dorado;
- Demonstrated fiscal, organizational, and administrative expertise necessary to administer the proposed program; and
- A financial history that is indicative of sound fiscal management principles.

More information specific to the evaluation process, the content Proposers will be evaluated on, and evaluative scoring criteria can be found in Sections IV, Proposal Content, and XII, Evaluation.

#### F. County Service-Related Obligations

Proposers should anticipate the County will provide the following in support of services related to the agreement resulting from this RFP process:

- A Patient's Rights Advocate;
- A Certification Review Hearing Officer;
- A County designated representative to participate in meetings (as identified in the Sample Agreement);
- Limited assistance in the development of operational Memoranda of Understanding with local collaborative partners.

Notwithstanding the above service-related obligations, the County's facility obligations are identified in Section II, Scope of Services, E. Psychiatric Health Facility – Maintenance, Repairs, and Responsibilities.

#### G. Confidentiality - Personal Health Information, Health Insurance Portability and Accountability Act, Personally Identifiable Information, and Confidential Information Exchange.

The agreement resulting from this competitive process will have stringent requirements related to client/patient confidentiality. Proposers shall read the Business Associate Agreement (included in Attachment A as Exhibit B) in its entirety to become familiar with the County's expectations related to the confidential handling of client information. Proposers who do not feel they can adequately meet the confidentiality requirements identified throughout the Attachment A should not submit a proposal in response to this RFP. The County will not negotiate any compromises related to the handling and treatment of confidential client information.

**II. Scope of Services:** The successful Proposer will be required to enter into a five (5) year agreement for services with the County substantially similar in form to that attached hereto as Attachment A. A term beyond the five (5) years may also be possible, contingent on negotiations and performance. Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this RFP and the provisions of Attachment A, the terms of Attachment A shall govern.

A. Psychiatric Health Facility (PHF) Services

The PHF is located at 935-B Spring Street, in Placerville, California. The PHF is currently operated and managed by a licensed contractor, who provides services to clients in the facility on behalf of the County. The PHF provides Acute Psychiatric Inpatient Services that meet the requirements for a Psychiatric Health Facility, as found in Title 22, Division 5, of the California Code of Regulations.

The Proposer selected as a result of this competitive process will be required to provide all psychiatric staff and Psychiatrists necessary to successfully operate the facility in full compliance with all applicable State and Federal laws, including but not limited to the Lanterman-Petris-Short Act (California Welfare and Institutions Code Section 5000 et seq.).

Proposers may choose to operate the PHF using a Traditional Psychiatric Health Facility model, as identified in the following:

- California Welfare and Institutions Code, Article 3, Section 4080 et al.;
- California Code of Regulations Title 22, Division 5, Chapter 9. "Psychiatric Health Facilities"; and
- California Health and Safety Code, Article 2, Sections 1265 – 1271.25.

Proposers may also choose to operate the PHF using an Augmented PHF model, which consists of all of the licensing requirements of the Traditional PHF, in addition to Title 42 of the Code of Federal Regulations, Chapter IV, Subchapter G, Part 482. The Augmented PHF model also requires accreditation by the State of California Joint Commission on Accreditation of Healthcare Organizations (JCAHO) as well as meeting all applicable regulations of the United States Department of Health and Human Services Center for Medicare and Medicaid Services.

Additional Mandatory Service Standards and Objectives related to service provision are as follows:

1. Services provided at the PHF must include the following:

- Management of clients' acute psychiatric disorders and preparation of clients to successfully transition to a less restrictive level of care;
- An appropriate level of staffing to provide a clinically effective program design on a twenty-four (24) hour, seven (7) day a week basis;
- A safe and secure environment that encourages wellness and recovery, and allows for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management, and clinical treatment for clients with an acute psychiatric disorder; and
- A comprehensive multi-disciplinary evaluation, treatment plan, and discharge plan for each client.

Objectives of services include but are not limited to the following:

- Stabilize clients as soon as possible in order to assist them in their recovery from mental illness;
- Work effectively with community agencies, other mental health programs/providers, alcohol and drug treatment providers, natural support systems and families, in order to assist clients to be discharged to a less restrictive level of care; and
- Work effectively with the legal system to provide temporary conservatorship, if necessary and appropriate for clients who require inpatient care.

2. Admissions Criteria for the PHF include:

- a. Clients who meet the following conditions will be served at the Psychiatric Health Facility:
- Client poses a danger to self or others because of a mental disorder, pursuant to Welfare and Institutions Code §5150.
  - Client is unable to provide reasonably adequate care for self, due to grave disability as a result of a mental disorder, pursuant to Welfare and Institution Code §5150.
  - Client is presenting symptoms likely to lead to seriously disordered behavior accompanied by impaired reality testing.
  - Client is in need of planned psychiatric evaluation, special drug therapy, or special treatment that cannot be provided at a lower level of care requiring the presence of skilled, intensive staff intervention following failure of treatment effort available in outpatient or extended care settings with impaired social, familiar, educational and/or occupational functioning.

- b. Clients with medical conditions that require precautionary isolation may be admitted and treated, based on the following requirements:
- Upon recommendation of Physical Health Care Provider, Physician, Psychiatrist, and Clinical Administrator as to the facility's capacity to provide necessary interventions and precautions required for the care of the Client.
  - Upon determination that the Client is able to maintain for his/her own personal hygiene.
  - Upon determination that the Client is not incontinent of urine or stool.
  - Upon determination that the Client has no open, draining wounds.
- c. Otherwise qualified Clients demonstrating any of the following conditions may be excluded from the PHF:
- Medical emergencies.
  - Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse.
  - Medical-surgical complications that preclude participation in the therapeutic program.
  - Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care such as ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

Should it be discovered that a Client meets any of the exclusion criteria during their stay, the selected Proposer will be required to make arrangements to transfer the Client as soon as possible. The selected Proposer will be the ultimate authority to make decisions concerning isolation precautions, and will be required to consult with the County Health Officer and/or the Mental Health Medical Director of the program as needed.

### 3. Treatment Planning for PHF Clients

- a. Working as a part of Treatment Planning, the Proposer's staff working in the PHF will be required to perform the following activities:
- Mental status examination;
  - Medical evaluation;
  - Psycho-social assessment;
  - Drug and alcohol screening and/or assessment;
  - Nursing assessment;
  - Multi-disciplinary milieu treatment program;
  - Individualized focused treatment planning; and
  - Aftercare planning.

All assessments must be completed within the timeframes established by California statute, and consistent with standards articulated in Attachment A, specifically



ARTICLE II, Scope of Agreement, Section K, Item 2, marked "Services Provided to Clients."

b. Schedule of Active Therapies

The successful Proposer will be required to maintain a schedule of active therapies that will be provided as a part of the clinical treatment program; this schedule must include a weekly calendar of all treatment activity, including the day and time of the activity. Scheduled activities must include group therapies, skill development, consumer education activities, wellness and recovery focused treatment, family therapy, scheduled community meetings, recreational programs, and exercise programs. The treatment team will be expected to schedule consumer participation activities specific to meeting each client's individual needs.

c. Discharge Planning

Discharge Planning with each client should begin upon admission to the PHF and should be clearly documented in the initial Treatment Plan. Discharge Planning should clearly define a discharge criteria as a part of the formal treatment planning process, and should be coordinated with the client's family, support system, and/or appropriate community resources. Discharge Planning also includes ensuring that uninsured clients leave the PHF with applications for insurance and benefits, as appropriate, in process or completed.

The selected Proposer will also be responsible for developing an individualized After Care Plan in consultation with client's mental health provider in their county of residence, the nature of which should emphasize the least restrictive and most appropriate level of care for the client. Community-based After Care resources may include but are not limited to:

- Referrals to the County's Health and Human Services Agency (HHSA), Behavioral Health Division (BHD), Adult Outpatient Services and/or contracted Community Based Organizations;
- Referrals to community based treatment programs;
- Referral and linkage to Primary Care;
- Referral to intensive community treatment programs;
- Referral to Mental Health Rehabilitation Centers for Clients needing an intensive level of care;
- Referrals to existing care providers; and / or
- Referrals to Wellness Centers, family and peer run services and organizations.

The Proposer selected will also be responsible for collaboration with appropriate entities for post-discharge mental health placements.

d. Client Satisfaction Surveys

The selected Proposer will be required to administer a satisfaction survey to each client and to the client's family, if the family was involved in the Treatment Planning process, at the time of discharge. The purpose of the survey will be to determine if services provided were beneficial in resolving the client's mental health crisis that resulted in their admission to the PHF.

Additional information related to Treatment Planning and Discharge Planning can be found in Attachment A.

4. Staffing Requirements

Proposers must consider staffing standards necessary for operating the PHF when developing their proposal in response to this RFP. The selected Proposer will be responsible for all staffing and services at the PHF, except as otherwise noted in the Sample Agreement.

The staffing pattern for the PHF must meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work, and rehabilitation staff requirements pursuant to California Code of Regulations (CCR) Title 22, Division 5, the California Welfare and Institutions Code, §4080 et seq., §§5150-5157 and §5600 et seq., California Code of Regulations, Title 22, Division 5, Chapter 9 et seq.; and California Health and Safety Regulations, §1275, or as subsequently amended. Per Title 22, the proposer must specifically identify a Clinical Director who is a licensed mental health professional in accordance with CCR Section 77093; the proposer must also specify a physician who, at least, will be on-call at all times for the provision of "physical health care and those services which can only be provided by a physician." Both of these positions must specifically be mentioned by the proposer in the PHF Staffing Plan, as indicated in IV. Proposal Content.

The selected Proposer will be required to maintain an appropriate level of supervision as required by applicable regulations and statutes. All staff requiring state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board. If the Client's evaluation reflects a need for specialty services that can only be provided by a licensed professional or other specialty provider, the selected Proposer will be responsible for ensuring the appropriate professionals are available.

Proposers should provide staffing models that account for PHF staffing based on the capacity to serve sixteen (16) Clients at any given time that are also consistent with legal requirements. In order to effectively articulate the staffing plan, each Proposer will be required to submit a staffing plan as a part of their proposal response, as further detailed in Section IV. Proposal Content, E. Staffing Plan.

Consistent with the terms and conditions of the Sample Agreement, the selected Proposer will be required to ensure sufficient staff coverage at all times, including during periods of position vacancy.

5. Pharmaceutical Services

Pharmaceutical services must be provided through a third party contract. Clients must be provided a minimum of a fourteen (14) day supply of discharge medication(s) and a prescription for a minimum of an additional fourteen (14) days upon discharge in cases where clients do not have any other source of medication available during the first days post discharge. This requirement will not apply to Clients who have medication(s) already paid for, or already ordered, Clients moving to a facility that provides medications, Clients with medications at home, and Clients with insurance that covers medications and who can go to a pharmacy to pick up their prescriptions will not be given discharge medications.

6. Patients' Rights: The selected Proposer will be responsible for ensuring compliance with Patients' Rights. This will include:

- a. Adopting and posting in a conspicuous place a written policy on Patients' Rights in accordance with §70707 of Title 22 of the California Code of Regulations, and §5325.1 of the California Welfare and Institutions Code, and Title 42 Code of Federal Regulations §438.100.
- b. Allowing access to County Clients by the Patients' Rights Advocate designated by the County, and working in accordance with the Patients' Rights Advocate. The selected Proposer will be required to comply with Federal, State, and County Patients' Rights regulations, and cooperate with the Patients' Rights Advocate to provide advocacy and support services to Clients in the PHF.

7. Certification Review Hearings

Certification Review Hearings will be conducted on site. The selected Proposer will be required to coordinate with the Hearing Officer provided by HHSa, and must make its staff available to testify in Certification Review Hearings as well as in court for Conservatorships filed by the staff.

8. Other Supportive Services:

In accordance with licensing and certification standards, the following services will also be provided in support of PHF services:

- Professional Medical Services for required History and Physical examinations, medical clearance, and any medical/specialty services as appropriate per licensing requirements;
- Laboratory services;
- Food services meeting the standards of the California Code of Regulations, Title 9, Section 77077, as well as any other applicable laws and regulations;
- Laundry services;

- Transportation services as necessary during the client's stay (e.g. court appointments, non-emergency medical appointments, etc.); and
- Interpretation/Translation services.

#### B. Cultural Competency Planning

The successful proposer will be required to develop and implement a Cultural Competency Plan in conjunction with HHSA. Additional details concerning this plan can be found in the Sample Agreement, attached as Attachment "A".

#### C. Medical Records and Reporting

The selected Proposer will be required to collect, provide and maintain data for reports pertaining to Performance Outcomes, Unusual Occurrences, and other Federal, State, and County-required information. These reports include the following:

1. Client Grievances: The selected Proposer must be able to ensure appropriate handling of Client grievances, including logging all grievances and the disposition of all grievances received from a Client or a Client's family in accordance with the El Dorado County MHP policies and procedures. The selected Proposer will be required to provide a summary of the grievance log entries concerning County Clients to the HHSA Mental Health Medical Director or designee at monthly intervals, by the fifteenth (15th) day of the following month, in a mutually agreed upon format. Additionally, signs must be posted and accessible to clients in order to inform Clients of their right to file a grievance and appeal.
2. Incident Reports: The selected Proposer will be responsible for appropriate handling and documentation of Incident Reports, and will be required to notify County of all incidents and/or Unusual Occurrences reportable to State licensing bodies that affect County Clients within twenty-four (24) hours of the occurrence, using a form approved by the County specific to these purposes.
3. Reporting to Office of State Health Planning and Development (OSHPD): The selected Proposer will be required to comply with the mandated reporting of Client information and admission/discharge data to the Office of State Health Planning and Development and meet the submission deadlines on June 30 and December 31 each calendar year.
4. Reporting of Core Measures: The selected Proposer will be required to maintain daily records with all the following data to be compiled into reports for submission to the County Contract Administrator. These reports will be submitted on a quarterly basis and include the following core measures:
  - Admission screening for violence risk, substance use, psychological trauma history, and Client strengths completed;
  - Hours of physical restraint utilized;
  - Hours of seclusion utilized;
  - Patients discharged on multiple anti-psychotic medications;

- Patients who receive post discharge After Care Plan;
  - Patients whose post-discharge After Care Plan was transmitted to next level of care provider upon discharge; and
  - Any other items identified by the County.
5. Continuous Quality Improvement Reports: Continuous Quality Improvement (CQI) reports will be required to be reported to the County Mental Health Medical Director, Contract Administrator, and Utilization Review Manager on a monthly basis. The reports must include data and information requested by HHSa pertaining to:
- Length of stay data;
  - Average daily census;
  - Recidivism rates and the percentage of Clients who do not return for another crisis within a year of admission;
  - Frequency of critical incidents inclusive of assaults, elopements, and medication errors; and
  - Client demographics.
6. Reports on Cultural Competency of Services provided, including:
- The selected Proposer's written Cultural Competency Plan;
  - Information demonstrating that the Proposer employs staff in the PHF whose ethnic composition reflects that of El Dorado County;
  - An identification of those have staff who speak all threshold languages required in the contract with the State for the provision of Medi-Cal services; and
  - References to the Proposer's contract for Interpreter Services for those clients for whom the staff are unable to communicate in the Client's primary language.
7. Reports Specifying Recovery Orientation of Services Delivered, including:
- The selected Proposer's written plan specifying the utilization of Recovery Principles in the provision of services at the PHF;
  - Information demonstrating the Proposer collaborates with the County to ensure that all Clients have access to Peer Support Services on a regular basis; and
  - Documentation indicating that one hundred percent (100%) of the Clients discharged from the PHF were referred to an appropriate level of care.
8. Reports on Results of the Client Satisfaction Survey, including a numeric summary of the results of the Client Satisfaction Survey to the HHSa Mental Health Contract Administrator and Utilization Review Manager on a monthly basis.

Additional reporting may be required by the County due to new or changing requirements by funders, or changes to statutory laws. Proposer's should plan for sufficient reporting infrastructure to record and report service related activities and their associated costs that at least meet if not exceed the requirements of this section.

## D. Community Collaboration Obligations

### 1. Collaboration with Local Partners

Success in service provision at the PHF will require effective collaboration with other programs in the County, and the community such as local law enforcement, local Emergency Departments and Hospitals, Emergency Medical Services, and other agencies in accepting County Clients for admission for Psychiatric Health Facility services. As a result, the selected Proposer will be required to:

- a. Make appropriate referrals and linkages to County Alcohol and Drug Program for Clients with co-existing conditions that are in need of assistance with alcohol and drug abuse, and other addictive symptoms.
- b. Collaborate with community partners and resources, and uphold agreed terms of Memorandum of Understanding (MOU) agreements developed by the County with the following entities:
  - All local law enforcement agencies to ensure mutual expectations regarding WIC §5150 assessments, as well as safe transfer of a Client into service and safety within the PHF.
  - Local law enforcement, District Attorney and HHSA regarding the reporting of known firearms in the possession of Clients admission on WIC §5150 holds.
  - The local Emergency Departments, including Marshall Medical Center and Barton Healthcare System for transfer of care for Clients on WIC §5150's, and requirements for medical clearance.
  - The County Emergency Medical Services Agency regarding ambulance transportation.
  - The Office of the Public Guardian to meet filing standards for LPS Conservatorships.
- c. Develop service agreements to provide for the following:
  - The transfer of non-El Dorado County residents to their County of residence;
  - The transfer protocols of Veterans to Veteran Administration facilities and to other facilities contracted with commercial insurance carriers;
  - Provision of ambulance services as negotiated with the assistance of; and
  - In-County post discharge transportation services that shall be provided within the County, or arranged for by the Proposer.
- d. Transportation upon discharge will be coordinated with the Client's family and County.

### 2. Monthly Meetings

HHSA will require participation in a monthly Administrative Meeting of key management staff to review services and operational issues.

### 3. Treatment Planning Meetings

HHSA will ensure Adult Outpatient Services Manager, or designee attends the Treatment Planning meetings held by the selected Proposer.

## E. Psychiatric Health Facility – Maintenance, Repairs, and Responsibilities

### 1. Maintenances, Repairs, and Responsibilities

Because the successful Proposer will be required to manage and operate a County owned structure, specific requirements related to the building are identified in this section for the purpose of transparency and a common operating picture amongst all Proposers.

The building in which the County's Psychiatric Health Facility is housed was first constructed in 1949. The age of the building provides unique challenges for the provision of modern healthcare related services. Proposers should take advantage of the opportunity to tour the facility, as identified in this RFP, in order to adequately frame their plan for service provision in consideration of the unique circumstances of the building.

The County will remain responsible for repairs reasonably necessary to maintain the structural integrity of the facility, including those related to the roofs, exterior walls, foundations, and other structural components necessary to keep the building structurally sound. County maintenance may include but is not limited to the repair and replacement of sewer and water lines, heating and air conditioning systems, fire suppression systems, and electrical systems, which such repairs are due to elements, age of the premises, normal wear and tear, or other causes not directly attributable to misuse or damage by the selected Proposer.

The selected Proposer, as a result of this RFP process, will also have responsibilities related to this facility. Those responsibilities include, but are not limited to:

- Immediately notifying the County of any required repair or replacement to any equipment use as a part of the services identified in the agreement including any plumbing stoppages, or other structural/mechanical problems;
- Immediately notifying the County of any damages caused by clients being housed at the PHF, invitees, service workers, or staff working in the facility; and
- Providing for daily and periodic janitorial responsibilities that are sufficient to maintain facility licensing.

All terms and conditions associated with the use of the facility can be found in Attachment "B", the Facility Use Agreement, attached to this RFP for reference; all responsibilities of the selected Proposer, including those identified in this section, can be found in Attachment "A", the sample Agreement.

## 2. PHF – Furnishings and Equipment

a. Within the PHF, the County will provide the following furnishings and equipment necessary for the operations of the facility:

- The PHF has six office spaces, some of which may contain some basic furnishings;
- The PHF also has a camera system (16 cameras), and a computer/display connected to that system, which will remain the property of the County's and be available for use by the selected Proposer. The camera system will be serviced by the County (or designated vendor), and as a result will be connected to the County's IT systems;
- The kitchen facilities at the PHF contain refrigeration units, a dishwasher, a stove/oven, and all appliances necessary for the purposes of providing meals to the facility;
- Access and control points for the PHF are controlled by access cards, which are programmed and controlled by the County. The selected Proposer as a result of this RFP will be prohibited from changing access and control mechanisms of any kind without prior approval by the County; and
- Common areas and rooms used by clients are equipped with furnishings (tables/beds) that will remain in place.

Other than these basic furnishings, the successful Proposer will have access to any equipment and furniture not removed by the current provider at the termination of the existing agreement.

The County will not provide any storage space outside of any space contained within the PHF. Please refer to Exhibit "C" for a map of the PHF. The County will also not provide dedicated parking spots, although staff working in the PHF may use and access common, undesignated parking spaces in the parking lot adjoining the facility or on the street.

b. It is anticipated the successful Proposer will need to account for the following furnishings/equipment to be successful in the performance the services identified in this RFP:

- All IT related equipment including computers, telephones, printers, copy/fax/scanner machines necessary for the operations of the facility; and
- All furnishings not provided by the County for offices, breakrooms, and common areas.

## 3. Other PHF Costs

As the PHF is a County owned building physically connected to other County owned buildings, the utility costs (water, electric, gas, and garbage) will be paid for by the County. Proposers should anticipate paying for internet service costs, television costs, telephone costs, and costs for janitorial services.



F. Monitoring and Compliance Obligations

Given the extensive licensing requirements required to perform the services identified in this competitive process, it is highly recommended Proposers familiarize themselves with the contract compliance monitoring provision identified in the Sample Agreement. By submitting a response to this RFP, the Proposer is acknowledging they understand compliance monitoring and review by legal authority is a nonnegotiable feature of the agreement. All records, documents, licenses, certificates, personnel, as well as the facility, are subject to monitoring, site visits, and reviews by the licensing authorities, county officials, and other entities with legal authority. The selected Proposer will be required to fully cooperate with any and all reviews, which includes but is not limited to responding to any requests for any documentation or records, responding to any inquiries made by a legal authority, and performing any corrective action or remediation deemed necessary as a result of the review. Failure to comply with any corrective action or remediation deemed necessary by any legal authority or the County will be considered grounds for termination of the agreement.

G. Medical billing

The County's incumbent provider uses several software licenses to access the medical billing system in place in the County. It is anticipated a similar arrangement will be made with the selected Proposer, contingent on proposed plans for services and ongoing County needs. In any event, the selected Proposer may still use its own software in the performance of services; the County will not require the selected Proposer to adopt the County's system exclusively. However, the County will require the selected Proposer to add the episode for each client into the County's billing system using the software licenses provided. The County currently uses myAvatar™; information related to this software can be found here:

<https://www.ntst.com/Solutions-and-Services/Offerings/myAvatar>

**III. Eligibility:** All eligible Proposers, including the incumbent vendor, are encouraged to submit a proposal. To be eligible to submit a proposal, Proposers must meet the following eligibility criteria:

A. Pursuant to Title 9 and Title 22 of the California Code of Regulations, the Proposer's staff, managers, supervisors, medical staff, and clinical staff must possess the minimum abilities, education, certification, and experience required by statute. Specific staffing requirements and related statutes are identified in "II. Scope, A. Psychiatric Health Facility Services, 4. Staffing Requirements".

In addition to the statutory/licensing requirements, to be eligible for consideration, the County is only interested in receiving proposals from organizations that possess the following experience:

- At least eight (8) years of experience operating a Psychiatric Health Facility;

- At least five (5) years of demonstrable experience working with a County Mental Health Program;
- At least five (5) years of experience working with Mental Health Clients in acute crisis; and
- At least five (5) years of experience working with clients with co-occurring substance use disorder and mental health disorders.

Proposers will be required to sign a written certification attesting to the fact their organization meets the above criteria. Proposers must also submit a Staffing Plan, consistent with the requirements identified in Section IV. Proposal Content, E. Staffing Plan.

- B. Proposers must provide a signed, written statement indicating they understand they will be required to negotiate an agreement for the services identified in this RFP, with terms and conditions substantively similar to those identified in the Sample Agreement, attached to this RFP as Attachment "A", including all insurance requirements identified in said sample agreement.
- C. Proposers must provide a signed, written statement indicating they understand they will be required to enter into a Facility Use Agreement with the County, the terms and conditions of which will be substantively similar to those identified in the Facility Use Agreement, attached to this RFP as Attachment "B."
- D. Proposers must provide a signed, written statement certifying they understand the certification and licensing requirements identified in statute and regulations and that they do currently meet all licensing and certification requirements necessary to perform the services identified in this RFP.

**Proposer's who fail to provide any of the written statements mentioned above OR a staffing plan consistent with the requirements identified herein, will be considered nonresponsive and rejected without further evaluation.** All written statements should be included as a part of the Cover Letter, as indicated in Section IV, Proposal Content, A. Cover Letter.

**IV. Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Please use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, bound with binder clips or paper clips, and labeled in the following order:

**A. Cover letter:** Provide a "Cover Letter" and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. **The letter must also include each of the required written statements identified in Section III, Eligibility, and be signed by an individual authorized to bind the firm contractually.**

**B. Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

**C. Proposal Narrative:** Describe the firm’s resources, experience and capabilities as they relate to scope of services described hereinabove. Submit in the order identified below:

**1. Executive Summary:** An executive summary should briefly describe the Proposer’s approach and summarize the major features of the proposal. The executive summary shall not exceed three pages, and should clearly address the following:

- a. Describe the Proposer’s overall understanding of the scope of services to be provided; and
- b. Identify the Proposer’s general capacity to provide the services solicited in this RFP and experience providing similar services in similar settings.

**2. Detailed Discussion:** The detailed discussion is a general, but complete, narrative of the Proposer’s plan for the work to be performed. This overview should clearly demonstrate the Proposer understands the performance expectations and identify how the requirements will be met. Specifically, Proposers should:

- a. Describe the organization’s plan for admissions, including any applicable criteria and/or protocols that will be applied to clients being considered for admission, being admitted, and how the admissions process will work;
- b. Describe how the organization defines successful outcomes for Mental Health Clients in acute crisis and co-occurring substance use disorder and mental health clients, and how the organization’s practices are likely to ensure successful outcomes for all clients;
- c. Describe the organization’s plan for treatment planning for clients staying in the PHF, including how the organization will tailor treatment plans to meet identified client needs;
- d. Describe how the organization’s staffing plan and personnel model is sufficient to meet all legal requirements and fulfill all needs associated with the provision of services in the PHF (Proposers may use their staffing model for reference supporting their response to this portion of the narrative);
- e. Describe the organization’s plan for meeting physical health needs including whether or not the organization will use subcontractors to assist in meeting these needs;
- f. Describe the organization’s plan for providing for pharmaceutical services including how pharmaceuticals will be distributed and how the plan meets statutory and regulatory requirements;
- g. Describe the organization’s plan for meeting all quality improvement and billing reporting requirements identified in the RFP;
- h. Describe the organization’s plan for creating and maintaining a schedule of active therapies that will be provided as a part of the clinical treatment program; and

- i. Describe the organization's plan for ensuring the terms and conditions of the facility use agreement are consistently met and facility problems are consistently reported to the County on a timely basis.
- 3. Capabilities and Experience:** The Capabilities and Experience section should clearly identify any organizational history, experience, and ability that make the organization the most qualified to perform the services solicited in this RFP. Specifically, Proposer's should:
- a. Describe the organization's experience and capacity to providing timely and accurate clinical documentation;
  - b. Describe the organization's experience and success managing and operating programs or projects of similar size and scope to the services identified in the RFP;
  - c. Describe the organization's knowledge and experience related to treatment modalities based in recovery principles and psycho-social rehabilitation skill building; and
  - d. Describe the organization's expertise and organizational capability for providing cultural competent services, including the organization's experience working with bicultural and bilingual populations as well as other cultural groups prevalent in the County of El Dorado.
- 4. Administrative and Fiscal Capacity:** The Administrative and Fiscal Capacity section should clearly identify the organization's administrative and fiscal background, experience, and capabilities. Proposer's should specifically:
- a. Describe the organization's fiscal, organizational, and administrative expertise including the organizational structure and why the administrative personnel are qualified to manage the agreements resulting from this RFP process; and
  - b. Describe the organization's financial history and how that history is indicative of sound fiscal management principles.
- D. Cost Proposal:** The Cost Proposal section should provide a detailed projection of all projected costs necessary to perform the services identified in the RFP. At a minimum the cost proposal should clearly identify a total annual operating budget for all services proposed along with details identifying unit/hourly costs for relevant cost factors. The County does not require a specific form or format for cost proposal submissions. However, it is in the best interest of the Proposer to ensure costs are presented in a way so that independent evaluators with no knowledge of the Proposer's operations can clearly understand the costs associated with all services and operations proposed. At a minimum, Proposer's should clearly articulate:
- How proposed personnel costs are reasonable and necessary to fulfill all statutory requirements for operating a PHF and to meet the requirements of the 24-hour a day, 7-day a week PHF;
  - How all operating costs (non-personnel) are calculated and why said costs are reasonable and necessary in order to provide the services described in the RFP;
  - How the administrative/indirect costs proposed are based on a defensible cost basis and not selected arbitrarily; and

- The presence or absence of any cost escalating factors or variable cost considerations that are anticipated based on potentially unanticipated circumstances.

Evaluators selected to read and rate the proposals received as a result of this RFP will have broad leeway in their evaluations of cost proposals. The evaluators may choose to compare cost proposals received; they may perceive value qualitatively in light of the proposed qualifications and services. Ultimately, the evaluation team will evaluate costs proposed and assign points for this section based on what they perceive is the best interest of the County.

#### **E. PHF Staffing Plan**

All proposals must include a staffing plan that accounts for all legal requirements necessary with staffing a 24-hour a day, 7-day a week PHF. At a minimum, the staffing plan should include the following:

- The job classification/title including any certification or license designation (e.g. LVN, RN, MD, etc.) for each position proposed;
- The name of the person serving as the Clinical Director and the person(s) serving as the on-call medical physician, consistent with statutory requirements;
- The shifts to which that classification will be assigned over a 24-hour a day, 7-day a week calendar;
- A total number of full-time equivalents (1 FTE) for each proposed position (factoring 1 FTE = 2080 hours per year); and
- The presence or designation of “on-call” or “backup” staff will be used to fill absences or vacancies in shifts to ensure service continuity.

#### **V. Oral Presentations:**

The County may choose to conduct oral presentations to for the purposes of ascertaining clarification to the written information proposed by any Proposer. In the event an Oral Presentation is requested by the County, the Proposer will be required to conduct the presentation within two (2) weeks of notice, at a specific date and time determined by the County. Oral Presentations will not be scored independently and will be limited to providing clarification regarding responses and/or information provided in the Proposal Content. Proposer’s providing Oral Presentations will not be permitted to provide new or enhanced information during the presentation.

- #### **VI. Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on June 24, 2019**. All envelopes or containers must be clearly labeled **"RFP #19-918-083, QUESTION"** for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), or orally. The County reserves the right to decline a response to any question if, in the County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted,

including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **July 1, 2019**.

All inquiries shall either be emailed to [kady.leitner@edcgov.us](mailto:kady.leitner@edcgov.us) with the subject line: RFP #19-918-083 – Question or submitted by U.S. mail to:

County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667  
RFP #19-918-083 – Question

**Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.**

- VII. Proposal Submittal:** Proposers must submit one (1) original, five (5) physical copies, and one (1) flash drive of all materials and proposals in PDF format for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #19-918-083 – DO NOT OPEN**”, **no later than 3:00 PM – July 12, 2019**, to:

County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

**For questions regarding the Request for Proposal process, contact Kady Leitner, Senior Department Analyst at (530) 621-5150.**

**VIII. Public Records Act:** All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

**IX. Valid Offer:** Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

**X. County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement

4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

**XI. El Dorado County Web Site Requirements:** It is the Proposer’s responsibility to monitor the County’s website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with the original RFP requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as “non-responsive.”

**XII. Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Health and Human Services Agency and El Dorado County Behavioral Health Commission on the basis of:

Section	Points/Weight
Executive Summary	3%
Detailed Discussion	30%
Capabilities and Experience	30%
Administrative and Fiscal Capacity	17%
Cost Proposal	20%
<b>Total Cumulative Points</b>	<b>240</b>

**XIII. Award:** Award will be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer’s notice to proceed with services.

**XIV. Business License Requirement:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector’s Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).



It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XV. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.**

*Your participation in the RFP process is important to El Dorado County!*

Attachment "A"

County of El Dorado

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Agreement for Operation of the  
Psychiatric Health Facility

Sample Agreement

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- Exhibit A – Agreement between California Department of Health Care Services and County (MHP Agmt)
  - Exhibit B – Business Associate Agreement
  - Exhibit C – Signs and Postings

**AGREEMENT FOR SERVICES xxxx**  
Psychiatric Health Facility Operations

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and (**Vendor**), whose principal place of business is (**address**) (hereinafter referred to as “Contractor”), whose Agent for Service of Process is (**Insert ASP**);

**RECITALS**

**WHEREAS**, County requires the operation of a sixteen-bed, twenty-four hour a day, Psychiatric Health Facility (PHF) in order to meet the needs of persons 18 years and older exhibiting acute psychiatric symptoms, with the maximum allowable financial participation of federal benefit programs; and

**WHEREAS**, Contractor desires to be designated by County as a facility for seventy-two (72) hour treatment and evaluation pursuant to Welfare and Institutions Code (WIC) 5150 and Penal Code (PC) Section 4011.6, for fourteen (14) day intensive treatment pursuant to California Welfare and Institutions Code (WIC) Sections 5250, and 5260; and up to thirty (30) additional days of intensive treatment pursuant to WIC Section 5270.10; and

**WHEREAS**, County is authorized to designate facilities for seventy-two (72) hour treatment and evaluation pursuant to WIC Section 5150 and PC Section 4011.6 and for fourteen (14) day intensive treatment pursuant to WIC Sections 5150, 5250, 5260; and for up to thirty (30) additional days of intensive treatment pursuant to WIC 5270.10; and

**WHEREAS**, County issued a Request for Proposal #19-918-083 to select a Contractor to operate its PHF and the Board of Supervisors awarded the bid to Contractor on (award date), in response to the Contractor’s submitted proposal; and

**WHEREAS**, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this contract in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (hereinafter any reference to “State” shall mean the State of California unless otherwise specified) and local laws; and

**WHEREAS**, County has determined that the provision of these services by Contractor are in the public's best interest and that these services are more economically and feasibly performed by

outside independent Contractors. The County has determined that these are authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

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

## **ARTICLE I**

### **Obligations:**

#### **A. Contractor Obligations:**

##### **1. *Psychiatric Health Facility License:***

Contractor shall meet all Psychiatric Health Facility licensing and certification requirements pursuant to California Welfare and Institutions Code, §4080 et seq. §§5150-5157 and §5600 et seq. and California Code of Regulations, Title 22, Division 5, Chapter 9 et seq.; and California Health and Safety Regulations, §1275. Contractor shall successfully obtain PHF licensure no later than (insert date).

##### **2. *Staffing Recruitment and Orientation:***

Contractor shall recruit and hire sufficient personnel to meet the staffing levels defined under Article III – Scope of Services, herein. Contractor shall ensure personnel receive a minimum of forty (40) hours of orientation prior to placement at the PHF, and a minimum of eighty (80) hours total orientation no later than (insert date).

#### **B. County Obligations:**

##### **1. County shall maintain existing Security System.**

2. County shall implement hardware safety enhancements (e.g. replacement or removal of doorknobs, rails, hinges, etc.) as recommended by Contractor and agreed-to by County, on an on-going basis.

#### **C. Mutual Obligations of County and Contractor:**

1. County and Contractor mutually agree to develop and implement an Electronic Medical Record (EMR) system with the ability to interface with HHSA's Avatar (or subsequent replacement) system that meets Federal standards of "meaningful use."

2. County and Contractor shall collaborate to ensure adequate Psychiatrist coverage during the first three (3) months of this Agreement, during which time Contractor shall locate and provide qualified Psychiatrist(s) to meet the needs of PHF operations.

## **ARTICLE II**

### **Scope of Agreement**

#### **A. Target Population:**

The target population will include male and female Clients, who are 18 years and older, who are exhibiting acute psychiatric symptoms and have been placed on a Welfare and Institutions Code (WIC) §5150 designation or have been admitted on a voluntary basis. Priority target population includes those Clients who the County is mandated to serve under the Mental Health Plan contract between El Dorado County and the Federal and State agencies, including Medi-Cal beneficiaries, Medicare/Medi-Cal beneficiaries, and indigent/uninsured Clients.

**B. Definition of Psychiatric Health Facility Program:**

The PHF will be a 24-hour, 7-day a week community-based locked intensive inpatient psychiatric treatment program for individuals experiencing an acute mental health crisis. Onsite treatment services will be provided to Clients who are admitted either voluntarily or involuntarily (pursuant to WIC §5150). A robust treatment program that is inclusive of the Calendar of Treatment Activities as referenced herein below, and focused on preparation for a less restrictive level of care is at the core of the services to be provided pursuant to Title 22 California Code of Regulation, Article 3, §71201.

**C. Program Philosophy:**

The purpose of the Psychiatric Health Facility (PHF) is to provide a safe and therapeutic environment for Clients experiencing acute psychiatric symptoms. The goal is to provide intensive mental health psychiatric treatment services to assist in the stabilization of the Client's condition through a program designed to stabilize the current crisis and assist the Client's return to a less restrictive setting. Services shall include a well-developed Recovery oriented treatment program that provides a safe and secure environment to pursue Wellness and Recovery with appropriate professional staffing on a 24 hour, 7 day a week basis.

**D. Laws and Regulations:**

1. Contractor shall maintain compliance with all Federal, State and local requirements for the certification status as a Psychiatric Health Facility.
2. Contractor shall be responsible to comply with the requirements of the El Dorado County (EDC) Mental Health Plan (MHP), attached hereto as Exhibit A and incorporated by reference herein, and must complete and submit supporting documentation for all admissions regardless of payer source to the EDC MHP.

**E. Safety:**

Contractor shall provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management, and clinical treatment for mental health Clients with acute psychiatric symptoms. Seclusion and/or restraints shall be used only as the last resort to prevent imminent safety risk to Clients, staff, and others.

**F. Lanterman-Petris Short Act:**

Contractor shall adhere to the applicable requirements of the Lanterman-Petris Short Act as defined in Welfare and Institutions Code §5000 et seq. Contractor shall work effectively with the Office of the Public Guardian, and the HHSA Mental Health Adult Placement Team in weekly meetings, for Clients presenting to the PHF as gravely disabled who may require consideration for a temporary Lanterman-Petris Short Act (LPS) conservatorship, or for Clients who are already placed on LPS Conservatorship and might need placement to the next level of care.

**G. Cultural Competency:**

Contractor shall develop and implement a Cultural Competency Plan in conjunction with County HHSA. The Plan will consist of a statement and assurances to employ a culturally diverse staff that includes bilingual and bicultural multidisciplinary staff who reflects the backgrounds of the Clients. Contractor shall ensure, as part of that Plan, that all staff receive on-going Cultural Competency training.

H. Referral of Clients to the Psychiatric Health Facility:

1. Persons authorized to initiate an involuntary psychiatric hold pursuant to §5150 of the Welfare and Institutions Code include County Health and Human Services Mental Health Medical Director, Hospital Emergency Department Physicians, Contractor's qualified Licensed Mental Health Professionals, local law enforcement agencies, or County HHS Behavioral Health staff or designees.
2. The Health and Human Services Agency (HHS) Behavioral Health Division (BHD) shall provide Psychiatric Emergency Services (PES) staff to respond to requests for assessment of persons who potentially meet Welfare and Institutions Code §5150. If, following assessment, staff determines that the individual being assessed meets the WIC §5150 criteria, staff shall refer the individual to the Psychiatrist for possible admission to the PHF.

I. General:

1. *Facility:* Contractor shall operate the Psychiatric Health Facility (PHF) 24 hours per day, seven (7) days per week, located at 935-B Spring Street, Placerville, CA 95667, a County-owned building, pursuant to a separate Facility Use Agreement (FUA) #XXX between County and Contractor, incorporated by reference as if fully set forth herein.
2. *Acceptance of Clients into the Psychiatric Health Facility:* Contractor shall receive Clients referred by County HHS Behavioral Health Division for involuntary admission pursuant to Welfare and Institutions Code §5150, or immediately notify HHS of any refusal to accept Client, pursuant to the section titled "Admission Criteria for the Psychiatric Health Facility" regarding exclusions, herein.
3. *Client Eligibility for Insurance:* Contractor shall cooperate fully with County Eligibility Staff regarding evaluations conducted on-site for Medi-Cal, and Social Security Disability benefits. Contractor understands that the County will have a Business Associate Agreement related to ongoing exchange of information and coordination of health and disability benefits. Contractor shall maintain evidence of initiation of the eligibility determination process for all potential Medi-Cal eligible Clients.

J. Staffing:

1. Contractor is responsible for all staffing and services at the PHF, except as specifically excluded in the section titled "Responsibilities of County."
2. The staffing pattern for the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work, and rehabilitation staff requirements pursuant to California Code of Regulations (CCR) Title 22, Division 5, the California Welfare and Institutions Code, §4080 et seq., §§5150-5157 and §5600 et seq., California Code of Regulations, Title 22, Division 5, Chapter 9 et seq.; and California Health and Safety Regulations, §1275, as may be hereinafter amended.
3. Contractor shall maintain an appropriate level of supervision as required by applicable regulations and statutes.
4. All staff requiring state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
5. If the Client's evaluation reflects a need for specialty services that can only be provided by a licensed professional or other specialty provider, such persons shall be made available.



6. Contractor shall ensure PHF staffing is based on the capacity to serve sixteen (16) Clients at any given time. Contractor shall operate throughout the term of this Agreement with the staff level shown in the table below:

Position	Shift	Total Hours	Total FTE
Acute – LVN	A.M.		
Acute – RN Supervisor	A.M.		
Acute Director of Nursing	A.M.		
Administrative Assistant / Human Resources	A.M.		
Administrator	A.M.		
Business Officer Manager	A.M.		
Director of Social Services	A.M.		
Medical Records Technician	A.M.		
Peer	A.M.		
Recovery Specialist I	A.M.		
Regional Director – Operations	A.M.		
Rehabilitation Therapist I	A.M.		
Social Worker II	A.M.		
Unit Clerk/Trans Coordinator	A.M.		
Acute – LVN	P.M.		
Acute – RN Supervisor	P.M.		
Recovery Specialist	P.M.		
Acute – RN Supervisor	NOC		
Recovery Specialist I	NOC		
<b>Total Staffing</b>	<b>All</b>		

If vacancies occur in any of the Contractor’s staff that would reduce the Contractor’s ability to perform any services under the Agreement, Contractor shall promptly notify County contract Administrator of such vacancies, as well as a Plan of Action to ensure sufficient staff coverage during the time vacancy is in effect.

K. Day-to-Day Operations:

1. *Admission Criteria for the Psychiatric Health Facility:*

- a. Clients who meet the following conditions will be served at the Psychiatric Health Facility:
  - i. Client poses a danger to self or others because of a mental disorder, pursuant to Welfare and Institutions Code §5150.
  - ii. Client is unable to provide reasonably adequate care for self, due to grave disability as a result of a mental disorder, pursuant to Welfare and Institution Code §5150.
  - iii. Client is presenting symptoms likely to lead to seriously disordered behavior accompanied by impaired reality testing.

- iv. Client is in need of planned psychiatric evaluation, special drug therapy, or special treatment that cannot be provided at a lower level of care requiring the presence of skilled, intensive staff intervention following failure of treatment effort available in outpatient or extended care settings with impaired social, familiar, educational and/or occupational functioning.
- b. Clients with medical conditions that require precautionary isolation may be admitted and treated, based on the following requirements:
  - i. Upon recommendation of Physical Health Care Provider, Physician, Psychiatrist, and Clinical Administrator as to the facility's capacity to provide necessary interventions and precautions required for the care of the Client.
  - ii. Upon determination that the Client is able to maintain for his/her own personal hygiene.
  - iii. Upon determination that the Client is not incontinent of urine or stool.
  - iv. Upon determination that the Client has no open, draining wounds.
- c. Otherwise qualified Clients demonstrating any of the following conditions may be excluded from the PHF:
  - i. Medical emergencies.
  - ii. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse.
  - iii. Medical-surgical complications that preclude participation in the therapeutic program.
  - iv. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care such as ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal and delirium tremens.

Should it be discovered that a Client meets any of the exclusion criteria during their stay, arrangements shall be made to transfer the Client as soon as possible. The Contractor retains the ultimate authority to make decisions concerning isolation precautions, and will consult with the County Health Officer and/or the Mental Health Medical Director of the program as needed.

- 2. *Services Provided to Clients:* Contractor shall ensure all required assessments are completed within the following timeframes to comply with California PHF licensing regulations:
  - a. Within eight (8) hours of admission to the PHF, the Contractor's Registered Nurses shall complete a Nursing Assessment, including history of illness, Client's legal status, and reason for admission as stated by the Client and/or others significantly involved. This should culminate in development of a nursing care plan for the Client by the nursing staff.
  - b. Within twenty-four (24) hours of admission to the PHF, a Psychiatrist or Nurse Practitioner/Physician Assistant under the supervision of Contractor's Psychiatrist shall complete a Psychiatric History, which includes a mental health status examination; onset of illness and circumstances leading to admission; attitudes and behavior; estimate of intellectual functioning, memory functioning, and orientation; substance abuse history and an inventory of the Client's assets in descriptive, not interpretive, fashion.
  - c. Within twenty-four (24) hours of admission to the PHF, an Admission History and Physical will be completed in accordance with CCR Title 22. Contractor will ensure access to appropriate medical/specialty services as needed per licensing

- regulations. Clients whose treatment requires medical interventions beyond the level appropriate to PHF shall be transferred to the appropriate level of medical care required. If at any time during their stay at the PHF, it is determined the Client is medically unstable, Contractor shall arrange for transfer to a medical Emergency Department.
- d. Within sixty (60) hours of admission to the PHF, a complete Psychosocial Assessment of the Client shall be completed by a licensed Social Worker, which includes reports of interviews with Client(s), family members and others.
  - e. Within seventy-two (72) hours of admission to the PHF, an initial Treatment Plan shall be developed by a multi-disciplinary team, following the initial treatment planning conference. The Treatment Plan will be a customized response to the Client's specific issues and treatment goals, and may be derived in large measure from the PHF Program Calendar of Treatment Activities.
  - f. On a daily basis, the Client shall receive face-to-face contact by a Psychiatrist or Nurse Practitioner/Physician Assistant under the supervision of Contractor's Psychiatrist with documentation of the intervention required. Psychiatric staff shall complete comprehensive psychiatric and medication evaluations, and ensure provision of daily medication as indicated.
3. *Calendar of Treatment Activities:* Each month, Contractor shall provide a weekly Calendar of Treatment Activities showing the days and times of each activity for the subsequent month, to the Contract Administrator for review and approval.
- a. The Calendar of Treatment Activities shall include group therapy, skills development, Client education activities, occupational therapy, recovery-focused treatment, family therapy, recreational and exercise programs. Treatment shall be tailored to the needs of each Client and shall be guided by Recovery principles.
  - b. Contractor shall ensure the scheduled activities shall be provided by mental health professionals who are specifically trained to provide those therapies.
  - c. Contractor shall integrate peer and family supports activities into programming. Peer and/or Family Support staff will be active in treatment provision, mentoring, support, and advocacy with Clients and families while at the PHF. They can also assist with facilitation of the Client's transition to the appropriate lower level of care.
  - d. The weekly Calendar of Treatment Activities shall be approved in writing by the Mental Health Director or his/her designee at the monthly meeting between Contractor and County Mental Health. Any changes to the Calendar of Treatment Activities must be approved in advance.
4. *Pharmaceutical Services:* Contractor is responsible for provision of pharmaceutical services through a third party contract. Contractor shall provide a minimum of a fourteen (14) day supply of discharge medication(s) and a prescription for a minimum of an additional fourteen (14) days, to those Clients who do not have any other source of medication available during the first days post discharge. With the exception of medication(s) already paid for, or already ordered, Clients moving to a facility that provides medications, Clients with medications at home, and Clients with insurance that covers medications and who can go to a pharmacy to pick up their prescriptions will not be given discharge medications.

- Contractor shall utilize cost containment strategies for the provision of stock and prescription medications to Clients by establishing a formulary utilized by the program and information regarding co-pays and/or generic substitutions. Formulary established by Contractor should be in alignment with formulary established by County.
5. *Discharge Planning:* Contractor shall begin Discharge Planning with each Client upon admission and shall document Discharge Planning in the initial Treatment Plan.
- a. Contractor will define and update discharge criteria as part of the formal treatment planning process.
  - b. Contractor's designated Discharge Planner shall coordinate discharge planning with the Client's family, support system, and/or appropriate community resources, in collaboration with the County's Adult Outpatient Services Manager, or designee.
  - c. Contractor shall develop individualized After Care Plan in consultation with County BHD, which is centered on the least restrictive and most appropriate level of care for each Client. After Care appointments will be scheduled prior to discharge. Community After Care resources may include but are not limited to:
    - i. Referrals to HHS A BHD Adult Outpatient Services and/or contracted Community Based Organizations.
    - ii. Referrals to community based treatment programs.
    - iii. Referral and linkage to Primary Care.
    - iv. Referral to intensive community treatment programs.
    - v. Referral to Mental Health Rehabilitation Centers for Clients needing an intensive level of care.
    - vi. Referrals to existing care providers.
    - vii. Referrals to Wellness Centers, family and peer run services and organizations.
  - d. Discharge Planning with HHS A Mental Health:
    - i. Contractor shall work collaboratively on Discharge Planning to ensure appropriate ongoing Outpatient Services (County BHD programs, community based organizations, etc.) are provided.
    - ii. Contractor shall work collaboratively with County HHS A employees and will function as a key service element in the continuum of care for mental health services in the County.
  - e. Client Satisfaction Survey
    - i. Contractor shall administer a "Client Satisfaction Survey" to each Client and to every family, if the Client's family has been involved in their Treatment Planning, at the time of discharge.
    - ii. The "Client Satisfaction Survey" format shall be reviewed and approved by the County.
    - iii. Contractor shall track the percentage of Clients reporting that their care was beneficial in resolving their mental health crisis, and report to County Mental Health on a monthly basis.
6. *Patients' Rights:* Contractor shall ensure compliance with Patients' Rights.
- a. Contractor shall adopt and post in a conspicuous place a written policy on Patients' Rights in accordance with §70707 of Title 22 of the California Code of

Regulations, and §5325.1 of the California Welfare and Institutions Code, and Title 42 Code of Federal Regulations §438.100.

- b. Contractor shall allow access to County Clients by the Patients' Rights Advocate designated by the County, and shall work in accordance with the Patients' Rights Advocate. Contractor shall comply with Federal, State, and County Patients' Rights regulations, and cooperate with the Patients' Rights Advocate to provide advocacy and support services to Clients in the PHF.
7. *Certification Review Hearings:* Contractor shall facilitate Certification Review Hearings onsite and shall coordinate with the Hearing Officer provided by HHS. Contractor Clinical Staff shall be available to testify in Certification Review Hearings as well as in court for Conservatorships filed by the staff.
  8. *Other Supportive Services:* Contractor shall provide the following specialty services as required to operate the Psychiatric Health Facility in accordance with licensing and certification standards.
    - a. Contractor shall provide Professional Medical Services for required History and Physical examinations, medical clearance, and any medical/specialty services as appropriate per licensing requirements.
    - b. Contractor shall ensure availability of laboratory services, including the ability to obtain needed samples.
    - c. Contractor shall provide food services in accordance with CCR Title 9, §77077, and other applicable laws and regulations.
    - d. Laundry services shall be provided.
    - e. Transportation services shall be provided as necessary during the Client's stay at the PHF (e.g. to court, non-emergency medical appointments.)
    - f. Interpretation/Translation services shall be provided.
- L. Collaborative Obligations to County:
1. *Collaboration with Local Partners:* Contractor shall collaborate effectively with other programs in the County, and the community such as local law enforcement, local Emergency Departments and Hospitals, Emergency Medical Services, and other agencies in accepting County Clients for admission for Psychiatric Health Facility services.
    - a. Contractor shall make appropriate referrals and linkages to County Alcohol and Drug Program for Clients with co-existing conditions that are in need of assistance with alcohol and drug abuse, and other addictive symptoms.
    - b. Contractor shall collaborate with community partners and resources, and will uphold agreed terms of Memorandum of Understanding (MOU) agreements developed by the County with the following entities:
      - i. All local law enforcement agencies to ensure mutual expectations regarding WIC §5150 assessments, as well as safe transfer of a Client into service and safety within the PHF.
      - ii. Local law enforcement, District Attorney and HHS regarding the reporting of known firearms in the possession of Clients admission on WIC §5150 holds.
      - iii. The local Emergency Departments, including Marshall Medical Center and Barton Healthcare System for transfer of care for Clients on WIC §5150's, and requirements for medical clearance.

- iv. The County Emergency Medical Services Agency regarding ambulance transportation.
  - v. The Office of the Public Guardian to meet filing standards for LPS Conservatorships.
  - c. Contractor shall develop Agreements to include:
    - i. Transfer of non-El Dorado County residents to their County of residence.
    - ii. Transfer protocols of Veterans to Veteran Administration facilities and to other facilities contracted with commercial insurance carriers.
    - iii. Provision of ambulance services as negotiated with the assistance of HHSА.
    - iv. In-County post discharge transportation services that shall be provided within the County, or arranged for by the Contractor.
  - d. Transportation upon discharge will be coordinated with the Client's family and County.
2. *Monthly Meetings:* The Contractor and the County shall convene a monthly Administrative Meeting of key management staff to review services and operational issues.
  3. *Treatment Planning Meetings:* The County shall ensure Adult Outpatient Services Manager, or designee attends the Treatment Planning meetings.

M. Administrative Obligations to County:

1. *Access to Records:* Contractor shall grant access to duly authorized representatives from Federal, State, or County to Client records and shall disclose to duly authorized representatives all financial records necessary to review or audit contract services to evaluate the cost, quality, appropriateness, and timeliness of services.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section "access to" means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the Federal, State or County representative, or their respective designee in a central location.

2. *Medical Records:* Contractor must maintain Medical Records in accordance with current documentation standards.
  - a. Contractor shall implement and maintain an Electronic Medical Record (EMR) system with the ability to interface with HHSА's Avatar (or subsequent replacement) system that meets standards of "meaningful use."
  - b. Contractor shall be responsible to enter all Client services information, admission data and billing information into the County approved data system and will be responsible for all audit exceptions pertaining to the delivery of services.
  - c. Contractor will be responsible for "release of information" requests for the PHF and shall adhere to applicable Federal and State regulations.
  - d. Contractor shall ensure that the medical record includes all Intake Information, Initial Assessments, History and Physical, Laboratory Work, Legal Authorizations for admissions, consultation reports, treatment plans, physician's

- orders, nursing assessment and progress notes, physician's progress notes, social service evaluation and progress notes, and other documents as required by Title 9 and Title 22 of the California Code of Regulations.
- e. Contractor shall ensure compliance with documentation requirements, including a Physician Progress Note at least every twenty-four (24) hours, at least one Nursing Progress Note per shift, and a Registered Nurse Progress Note every day on all Clients admitted on WIC §5150 status.
  - f. Contractor shall ensure that Clients in seclusion and/or restraints shall have documented observation at least every fifteen (15) minutes.
  - g. Contractor shall ensure that all medications administered and any unusual responses to medications are documented in the Clients' charts and if appropriate, in the log of Unusual Occurrences.
3. *Utilization Review:* Contractor shall perform Utilization Review Audits and ensure compliance with billing requirements:
- a. Contractor shall submit a daily census including list of Client names to HHSA Utilization Review Department within twenty-four (24) hours of admission or the next business day in a format to be mutually agreed upon by both County and Contractor.
  - b. Contractor shall be responsible to ensure that documentation in the Client's medical record meets Medical Necessity Criteria for the Client days of services submitted to County for reimbursement by Federal intermediaries, third-party payers, and other responsible parties.
  - c. Contractor shall enter all mental health data and billing information into a County-approved data system and will be responsible for all audit exceptions pertaining to the delivery of services.
  - d. Contractor shall provide access to County for random Utilization Review audits in the County's sole discretion.
4. *Required Reports:* Contractor shall collect, provide and maintain data for reports pertaining to Performance Outcomes, Unusual Occurrences, and other Federal, State, and County-required information.
- a. Client Grievances: Contractor shall ensure appropriate handling of Client grievances. Contractor shall log all grievances and the disposition of all grievances received from a Client or a Client's family in accordance with the El Dorado County MHP policies and procedures. Contractor shall provide a summary of the grievance log entries concerning County Clients to the HHSA Mental Health Medical Director or designee at monthly intervals, by the fifteenth (15th) day of the following month, in a mutually agreed upon format. Contractor shall post signs, informing Clients of their right to file a grievance and appeal.
  - b. Incident Reports: Contractor shall ensure appropriate handling and documentation of Incident Reports. Contractor shall notify County of all incidents and/or Unusual Occurrences reportable to State licensing bodies that affect County Clients within twenty-four (24) hours. The Contractor shall use the County Incident Report form for reporting.
  - c. Reporting to Office of State Health Planning and Development (OSHPD): Contractor will be required to comply with the mandated reporting of Client information and admission/discharge data to the Office of State Health Planning

and Development and meet the submission deadlines on June 30 and December 31 each calendar year.

- d. Reporting of Core Measures: Contractor shall maintain daily records with all the following data to be compiled into reports for submission to the County Contract Administrator on a quarterly basis, including the following core measures:
  - i. Admission screening for violence risk, substance use, psychological trauma history, and Client strengths completed.
  - ii. Hours of physical restraint utilized.
  - iii. Hours of seclusion utilized.
  - iv. Patients discharged on multiple anti-psychotic medications.
  - v. Patients who receive post discharge After Care Plan.
  - vi. Patients whose post-discharge After Care Plan was transmitted to next level of care provider upon discharge.
  - vii. Other items as may be identified.
- e. Continuous Quality Improvement Reports: Contractor shall submit Continuous Quality Improvement (CQI) reports on a monthly basis to the County Mental Health Medical Director, Contract Administrator, and Utilization Review Manager. The reports shall include data and information requested by HHSa pertaining to:
  - i. Length of stay data.
  - ii. Average daily census.
  - iii. Recidivism rates and the percentage of Clients who do not return for another crisis within a year of admission.
  - iv. Frequency of critical incidents inclusive of assaults, elopements, and medication errors.
  - v. Client demographics.
- f. Report on Cultural Competency of Services provided, including:
  - i. The report shall reflect the Contractor's written Cultural Competency Plan.
  - ii. The report shall demonstrate that the Contractor employs staff in the PHF whose ethnic composition reflects that of El Dorado County.
  - iii. The report shall identify those have staff who speak all threshold languages required in the contract with the State for the provision of Medi-Cal services.
  - iv. The report shall include reference to the Contractor's contract for Interpreter Services for those clients for whom the staff are unable to communicate in the Client's primary language.
- g. Report Specifying Recovery Orientation of Services Delivered:
  - i. The report shall include Contractor's written plan, which specifies the utilization of Recovery Principles in the provision of services at the PHF.
  - ii. The report shall demonstrate that the Contractor collaborates with the County to ensure that all Clients have access to Peer Support Services on a regular basis.
  - iii. The report shall include documentation indicating that one hundred percent (100%) of the Clients discharged from the PHF were referred to an appropriate level of care.
- h. Report on Results of the Client Satisfaction Survey:



- i. Contractor shall provide a numeric summary of the results of the Client Satisfaction Survey to the HHS Mental Health Contract Administrator and Utilization Review Manager on a monthly basis.

N. County Obligations:

1. County shall provide a Patient’s Rights Advocate.
2. County shall provide a Certification Review Hearing Officer.
3. County shall participate in meetings as defined herein, and as shall be determined necessary during the term of this Agreement.
4. County shall participate with Contractor in the development of operational Memoranda of Understanding as further defined herein.

**ARTICLE III**

**Term:** This Agreement shall be effective upon execution for an initial period through (end date). The Agreement may be renewed for an additional five-year period, unless County, at its sole discretion, determines that changed circumstances mandate that the contract should be substantially revised or should be put out for a new Request for Proposals. This Agreement shall not be extended beyond (insert date) without preparation of a Request for Proposal.

**ARTICLE IV**

**Compensation:**

Start Up Costs: One time Start

A. Up Costs are estimated as follows. Actual costs may vary and be shifted across line items as appropriate:

Item	Amount
Staffing (recruitment, management, benefits, orientation, training, etc.)	
Computer and Telecommunications one-time expense	
Furniture, fixtures and equipment	
Indirect Costs	
<b>Total Estimated Start Up Costs</b>	

Start Up Costs are payable upon final execution of this Agreement, are in addition to Operations Costs, and shall be in accordance with the “Total Estimated Start Up Costs” herein. Start Up Costs shall be supported by a detailed monthly staffing and expenditure report which includes line item expenditures and reflects the staff and number of hours worked/paid attributable to the Start Up activities for the month invoiced.

B. Operations Costs: Operations Costs are payable effective the date Contractor assumes operation of the PHF, and shall be invoiced as outlined in the paragraph titled “Invoices/Payments” herein below.

County and Contractor mutually agree to review operations budget for the period (date through date), taking into consideration actuals costs experienced during the period (date through date), and if necessary and mutually agreed upon, may adjust the base amount by an Amendment, in accordance with Article XIV, titled “Changes to Agreement.”

<b>Compensation for the period Start date through End date</b>	
Psychiatric Health Facility Operations during the period (date through date) shall not exceed:	\$
Psychiatric Health Facility Operations Base Compensation for the period (date through date)	\$
<b>Base Compensation for period:</b>	<b>\$</b>

The Base Compensation for Psychiatric Health Facilities operations shall be adjusted on July 1 of each fiscal year following the first eighteen (18) months of this Agreement, by a three percent (3%) increase. For purposes of this Agreement, a fiscal year shall be defined as July 1 to June 30.

Sample Annual Base Compensation adjustment for fiscal year 2019-20 and subsequent fiscal years during the term of this Agreement:

<b>Psychiatric Health Facility Operations Base Compensation (insert dates from above table)</b>		<b>Annual Increase</b>	<b>Adjusted Base Amount</b>
\$	+	TBD%	\$

**C. Invoices / Payment:**

1. Contractor shall invoice County for Start Up (insert date).
2. In addition, for the period effective the date Contractor assumes operation of the PHF through (insert date) , County shall pay Contractor a prorated amount of \$xxxx per day.
3. Effective (insert date) through (insert date) County shall pay Contractor in five (5) monthly amounts of \$xxxx per month.
4. Thereafter, County shall pay Contractor for the Base Compensation on a monthly basis in increments of one-twelfth (1/12) of the total twelve (12) month Base Compensation as adjusted for each respective fiscal year or as subsequently amended.
5. Contractor shall submit an invoice to County within thirty (30) days of the end of the month in which services were provided.
6. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of invoice.

<b>INVOICE ADDRESS:</b>	<b>REMITTANCE ADDRESS:</b>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	(insert address) Accounts Receivable

**D. Patient Charges and Third Party Billing:**

1. County shall cooperate with Contractor and make every reasonable effort to obtain the signatures of the Client, conservator/guardian, or persons legally responsible for the Client on all forms necessary to maximize the collection of revenue.
2. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect share of cost, and co-payments.

**E. Cost Report:** Contractor shall submit an annual Cost Report to County on or before September 30 following the fiscal period in which the costs were incurred. A fiscal period shall be defined

as July 1 through June 30 (Fiscal Year). Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements, following Generally Accepted Accounting Principles, as well as with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Contractor shall maintain source documentation of costs and allocations, and said documentation shall be available at any time to County upon reasonable notice.

Contractor shall submit an annual Cost Report to County, and County shall settle to the Contractor's actual costs of delivering the services during the term of this Agreement on or around the January following the Fiscal Year in which the costs were incurred. Settlement shall not exceed Contractor's actual direct and indirect costs, of which indirect costs may include operating income, nor shall costs exceed the Base Compensation for the Fiscal Year in which the costs were incurred.

#### **ARTICLE V**

**Maximum Obligation:** The maximum obligation for one time Start Up Costs and services provided during the term of this Agreement shall not exceed \$xxxx.

#### **ARTICLE VI**

##### **Contract Requirements:**

- A. Assurances: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect, and shall not be affected hereby.
1. *Compliance with Medi-Cal Mental Health Plan (MHP) and Performance Agreement Requirements:* Contractor shall comply with all applicable provisions of the County MHP contract, attached hereto as Exhibit A and incorporated by reference herein. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Management (QM) Program, and cost reporting. Updates and amendments to the MHP contract shall be made available to Contractor upon request. In addition, Contractor acknowledges that this Agreement meets the requirements for the distribution of mental health services funding in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code beginning with § 5650 and agrees to comply with the provisions in §5650 through 5667.
- B. Audits, Compliance, and Monitoring
1. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
    - a. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement # [REDACTED]. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along

- with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- b. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
  - c. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
  - d. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.
2. From time to time, the County or State may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. Identification of any exceptions or findings with regard to compliance with the terms and conditions of this Agreement shall be brought to the attention of the Contractor. Upon notification, the Contractor shall promptly submit a written plan of correction including a timeline for correction of said finding or exception. The County will review the proposed plan of correction and provide technical assistance to bring the vendor into compliance. Continued non-compliance beyond the targeted dates in the plan of correction may lead to termination of the Agreement in accordance with the Article titled "Default, Termination, and Cancellation." The fact that the County or State inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or State's failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice does not constitute acceptance of such practices or a waiver of the County or State's enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors at all levels, accounting and program records including supporting source documentation, and cooperate with all auditors.

The Contractor, or auditors performing monitoring or audits of the Contractor, or its sub-contracting service providers shall immediately report to the County or State any incidents of fraud, abuse or other criminal activity in relation to this Agreement.

Expenditures made by Contractor during the provision of services under this Agreement shall be in compliance and in conformity with the United States Office of Management and Budget ("OMB") Uniform Grant Guidance (Code of Federal Regulations Section 200). Contractor is responsible for obtaining the most recent version of this Circular which is available online at <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/context> .

C. Certification of Program Integrity: Contractor shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

1. For each Medi-Cal beneficiary for whom the County is submitting a claim for reimbursement, Contractor will assure the following conditions are met:
  - a. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between El Dorado County and DHCS, a copy of which is attached hereto as Exhibit A.
  - b. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between El Dorado County and DHCS.
  - f. For each beneficiary with EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between El Dorado County and DHCS.

*NOTE: Authority: §§ 5775, 14043.75 and 14680 Welfare and Institutions Code.*

2. Contractor certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code § 8547 et seq. and § 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
3. In addition, Contractor certifies that the following processes are in place and all actions will be documented:
  - a. Contractor shall have written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
  - b. Contractor shall designate a Compliance Officer and a Compliance Committee who shall report to the HHS Compliance Officer regarding compliance with Federal, State and local requirements and regulations.
  - c. Contractor shall provide effective training and education on compliance with the terms and conditions of this Agreement for the Compliance Officer and the organization's employees.
  - d. Contractor shall ensure enforcement of standards through well-publicized disciplinary guidelines.
  - e. Contractor shall establish provisions for internal monitoring and auditing.
  - f. Contractor shall establish and have available on request a system for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

- D. Confidentiality Requirements: Contractor agrees to comply with all terms and conditions as outlined in “Exhibit F - Confidentiality and Information Security Requirements” of the Agreements between the State of California Department of Health Care Services and the County of El Dorado, or subsequent document(s) as amended or replaced. “Exhibit F” is a component of the MHP Agreement between DHCS and County, attached hereto as **Exhibit A** and incorporated by reference herein.
- E. HIPAA Compliance: By signing this Agreement, Contractor agrees to comply with **Exhibit B**, HIPAA Business Associate Agreement, attached hereto and incorporated by reference herein.
- F. Lobbying Restriction: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
1. No federally appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- G. Posting of Signs and Availability of Forms/Documents/Audio Media: Contractor shall ensure compliance with **Exhibit C** “Required Signs, Forms, Documents, and Audio” attached hereto and incorporated by reference herein.
- H. Release of Information: Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

## 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 EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
2850 FAIRLANE COURT, BLDG-C 2<sup>nd</sup> Floor  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

(INSERT ADDRESS)

ATTN: EXECUTIVE DIRECTOR

Or to such other location as the Contractor directs.

#### **ARTICLE VIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is \_\_\_\_\_, or successor.

#### **ARTICLE IX**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor 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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

#### **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

## **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**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE XIV**

**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 XV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code § 1090 et seq. and § 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."



#### **ARTICLE XVI**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

#### **ARTICLE XVII**

**Contractor 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, Contractor shall act as Contractor only to County and shall not act as Contractor 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 Contractor's responsibilities to County during term hereof.

#### **ARTICLE XVIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code § 5.08.070.

#### **ARTICLE XIX**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals, or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B above;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or sub recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub recipient covered transactions.
- G. Screening of Staff: For purposes of this Agreement "staff" shall mean any person employed on a part-time, full-time, extra-help, contracted, or volunteer basis who works at, for, or with the Contractor during the term of this Agreement:
1. In accordance with Title 42, Code of Federal Regulations, Social Security Act, and Mental Health Letter No. 10-05, Contractor shall comply with the Federal Health and Human Services, Office of Inspector General's requirement that all staff be screened using the "List of Excluded Individuals/Entities" available at <http://oig.hhs.gov/exclusions/index.asp> and the "California Medi-Cal Suspended and Ineligible List" available at <http://files.medi-cal.ca.gov>. An "Ineligible Person" shall mean any individual or entity who (s) is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment or ineligibility.
  2. Screening of staff, as defined herein above, shall be done:
    - a. Before an offer of employment or contract for services is made; and
    - b. On no less than a monthly basis, in accordance with 42 CFR § 455.436.
  3. Contractor shall screen all current staff and subcontractors on a monthly basis and shall submit an original, certification signed by the individual authorized to sign contracts, to the Utilization Review staff attesting that all staff have been subjected to the aforementioned screening and that no individuals are identified as Ineligible Persons.
  4. Failure to submit this report monthly may result in withholding of payment for services until said report has been received.
  5. Identification of a staff person who is listed on either of the two above-noted websites shall be reported immediately to the Utilization Review staff, with a copy to the County Medi-Cal Certification Coordinator. Failure to terminate the staff person listed on either of the two above-noted websites may result in corrective action up to and including termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- H. All facility staff, who provide direct Client care or perform coding/billing functions, must meet the requirements of the EDC MHP Compliance Program and all State and Federal rules and regulations. This includes the screening for excluded persons and entities by accessing for querying the applicable licensing board(s), the National Practitioner data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must be credentialed in compliance with all applicable State and Federal regulations. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Livescan) executed.
- I. Contractor shall conduct monthly comparisons of all Contractor employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) ([www.oig.hhs.gov](http://www.oig.hhs.gov)) and General Services Administration (GSA) Excluded Parties List System (EPLS) ([www.epls.gov/](http://www.epls.gov/)) or System for Award Management (SAM) Excluded Parties List System (EPLS)

([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM)). These monthly checks shall be compiled into a quarterly report and sent to the County Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

## ARTICLE XX

**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.

## ARTICLE XXI

**Waivers:** A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

## ARTICLE XXII

### **Termination / Cancellation:**

- A. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- B. **Ceasing Performance:** County 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:** Either party may terminate this Agreement in whole or in part upon one-hundred eighty (180) calendar days written notice to the other without cause, in accordance with the Article titled "Notice to Parties." If such prior termination is effected, County shall 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.

- D. Destruction of Premises: This Agreement may be terminated, at the County's sole discretion, if the PHF at 935-B Spring Street, or the building of which it is a part as described in Article II "Scope of Agreement," paragraph I "Facility," is destroyed or damaged so that it can no longer be used as a Psychiatric Health Facility.
- E. Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

### **ARTICLE XXIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, § 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 shall 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 that 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.

In the event of cancellation for fiscal considerations, payment will be made for services provided up to the date of cancellation.

#### **ARTICLE XXIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, 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 Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code § 2778.

#### **ARTICLE XXV**

**Litigation:** The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

#### **ARTICLE XXVI**

**Independent Contractor/Liability:** Contractor 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. Contractor 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.

Contractor 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 therefore shall not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE XXVII**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado 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. Contractor 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, Contractor 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 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor'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 in excess of the Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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 protection of the County.

#### **ARTICLE XXVIII**

**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 XXIX**

**Interest of Contractor:** Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXXII**

**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 XXXIII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XXXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors 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 XXXV**

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

**ARTICLE XXXVI**

**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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

//



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

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

**- - CONTRACTOR - -**

(INSERT CONTRACTOR)

By: \_\_\_\_\_ Dated: \_\_\_\_\_

"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_

"Contractor"

Agreement #XXXX

Exhibit A

Current MHP and Performance Agreement

(To Be Added When Received)

Sample Agreement

## **Exhibit B to Agreement XXXX HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

### **RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”)) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
  - (3) disclose PHI as necessary for BA's operations only if:
    - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
      - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
  - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
  - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
  - (2) Within 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.



8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Sample Agreement

EXHIBIT C to Agreement xxxx  
Required Signs, Forms, Documents, and Audio

The following Signs, Documents, Forms, and Audio availability information shall be posted and/or displayed in a highly visible location in the public waiting room or lobby.

All required information shall be available in the County of El Dorado threshold languages, English and Spanish, as a minimum requirement. Additional information in other languages may be provided, based on Client population and ethno-linguistics (shared language or dialect). Services will not be denied to clients speaking their preferred language.

A. Required Signs/Flyers:

1. Right to Free Interpretation
2. American Sign Language (ASL) services
3. "Guide to Medi-Cal Mental Health Services"
4. "Mental Health Patient Rights"

B. Documents:

1. "El Dorado County Notice of Privacy Practices"
2. "What is a Grievance?"
3. "What is an Appeal?"
4. "California Advance Health Care Directive Explanation"

C. Forms:

1. Request for Change of Mental Health Staff Person
2. California Advance Health Care Directive
3. Grievance Form
4. Appeal Form

D. Audio Information (Compact Disc (CD))

1. "Guide to Medi-Cal Mental Health Services"

E. Additional Requirements:

1. County of El Dorado Mental Health Division Self-Addressed envelopes shall be available for Client use at all times.
2. A CD player in working condition available for temporary use by Client when Audio information is requested.

- Reference:**
1. 42, Code of Federal Regulations, Section 438.10.
  2. El Dorado County Mental Health Contract with State Department of Mental Health, Exhibit E, Section 6, and F
  3. Title 9 California Code of Regulations, Chapter 11, and Section 1810.360

**COUNTY OF EL DORADO  
Facilities Use Agreement #XXXX**

**THIS FACILITY USE AGREEMENT (“Agreement”)** is made by and entered into between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called “County,” and **LESSOR** \_\_\_\_\_, hereinafter called “Lessor.”

**RECITALS**

**WHEREAS**, County has contracted with Lessor to operate the County’s Psychiatric Health Facility (PHF); and

**WHEREAS**, in furtherance of these services, Lessor requires facilities to be used for management, operations, and administration of these services; and

**WHEREAS**, County owns certain property at 935-B Spring Street, the PHF; and

**WHEREAS**, Lessor has requested, and County has consented to, Lessor’s use of County property, solely in the furtherance of Psychiatric Health Facility services.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

**1. PREMISES**

County hereby grants to Lessor and Lessor hereby accepts from the County, for and in consideration of the services provided, covenants and agreement hereinafter set forth, the use of the "Premises" described as follows:

A defined area of APN: 001-071-15 Known as: The Psychiatric Health Facility (PHF) 935-B Spring Street Placerville, CA 95667
---

The Premises consists of approximately 7,424 square feet of space. See Exhibit A, attached hereto and incorporated by reference herein.

**2. TERM**

The term of this Agreement shall be concurrent with the term of the Psychiatric Health Facility Operations Agreement (PHF Operations Agreement #XXXX); the term shall commence upon the first date that the PHF Operations Agreement commences. The Term will automatically renew at such time as the PHF Agreement renews, and will terminate automatically upon termination or expiration of the PHF Operations

Agreement, which may be terminated for any reason upon one hundred eighty (180) days written notice.

**3. AS-IS**

Lessor acknowledges and agrees that, except as otherwise specifically provided herein, the County has not made, does not make, and specifically disclaims, to the extent allowed by law, any representations; warranties, including, but not limited to, promises; covenants; agreements; or guarantees of any kind or character, whether express or implied, oral or written, or past, present, or future, concerning the Premises. Notwithstanding the foregoing, Lessor shall not be liable for and County shall indemnify Lessor from and against any third party claims arising from or related to claims that the Premises is not compliant with applicable laws, including without limitation ADA laws.

**4. USE OF PREMISES, EXISTING EQUIPMENT, AND FURNITURE**

The Premises shall not be rented to or used by persons or organizations other than Lessor, except where such use by the non-Lessor entity or person is in conjunction with and related to a Lessor activity or event as approved or scheduled by the El Dorado County Facility Manager. Any and all uses other than those specifically provided in this Agreement, including but not limited to advertising, fund raising, or showcasing, are prohibited, in light of the County's assumption of responsibility for maintenance of the Premises and payment of utility costs.

Lessor may use existing County equipment and furniture currently contained on the premises, **as outlined in the attached Exhibit B "Inventory."** The provision of this equipment and furniture shall be "as is." The County does not warrant its condition or its suitability for the purposes Lessor intends. County shall not be responsible for normal, routine, emergency, or on-going maintenance, repair, or replacement of said equipment or furniture. The purchase or lease of any new or replacement equipment or furniture shall be the sole responsibility of and expense of Lessor. Lessor shall not make or permit any other person to add any equipment to the Premises without the written consent of the County Facility manager.

**5. PROHIBITED USE**

Lessor shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- A. Increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- B. Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- C. Obstruct or interfere with the rights of other tenants or occupants of the building or injure them; and
- D. Constitute commission of a waste on the Premises.

## 6. INSURANCE

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

- A. Full Workers Compensation Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado 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. Contractor 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, Contractor 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 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor'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 in excess of the Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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 protection of the County.

**7. INDEMNIFICATION**

Lessor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of Lessor or its officers, agents, patients, employees, contractors, subcontractors, or business invitees, or Lessor's use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 6 "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County. The duties of Lessor to indemnify and save County harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Agreement for any event.

**8. ALTERATIONS**

Lessor shall not make or permit any other person to make any alterations or add any equipment to the Premises without the written consent of the El Dorado County Facility Manager. Should the County consent to the making of any alterations or additional fixtures to the Premises by Lessor, the alterations shall be made at the sole cost and expense of Lessor by a contractor or other person selected by Lessor and approved in writing by the El Dorado County Facility Manager before work commences. Any and all approved repairs or alterations shall be done in accordance with applicable building codes and Public Contracting requirements. Any and all alterations or permanent improvements made to the Premises shall become the property of the County immediately upon completion and shall remain on the Premises upon expiration or termination of this Agreement.

**9. MAINTENANCE, REPAIRS, AND UTILITIES**

The County shall be responsible for normal, routine, emergency, and on-going maintenance and repair of the entire Building, interior and exterior, including, interior

and exterior walls and floors, windows, parking areas, sidewalks, retaining walls, ramps, plumbing, electrical, heating, and air conditioning, kitchen and other appliances, landscaped areas, the roof and structural supports of the building as the County, in its discretion, determines is necessary and for such other improvements as are determined by the County to be necessary, and for all utility services. Lessor shall notify County of any and all necessary maintenance and/or repairs within two (2) business days of identification of same.

Notwithstanding the foregoing, Lessor shall reimburse County for costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's invitees, service workers, staff, or contractors, reasonable wear and tear excepted. Costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's patients shall be paid for by County Mental Health and not subject to Lessor reimbursement. County shall, with Lessor's input, determine necessary finish types, colors, and specifications. Lessor shall be responsible to repair and replace its personal property and any fixtures it installs in the Premises. Lessor shall be responsible for bio-hazardous waste disposal and trash receptacles. Lessor shall provide such housekeeping and custodial services as are reasonably necessary in connection with the use of the Facility. This includes, but is not limited to, the periodic cleaning and upkeep of kitchen appliances, equipment, and fixtures located in the Premises and used by Lessor. The Premises are to be kept free and clear of rubbish and litter.

County's obligation under this section to assume financial liability for utilities used by Lessor and any Lessor associations is based on the understanding that the nature, frequency and intensity of the use of the Facility will remain consistent with historical use of the Building. In the event that the nature, frequency or intensity of use of the Building by Lessor and Lessor associations is such that it results in significantly higher utilities cost than historically has been the case (adjusting for changes in the increased cost of utilities), then the County reserves the right to place limits on usage and/or receive compensation for the excess charges, provided that County shall notify Lessor in writing at least 30 days prior to its intent to limit usage intent to impose such charges, together with reasonable supporting documentation reflecting such significant changes.

**10. INSPECTION BY COUNTY**

The County or its agent, representative, or employees shall be authorized to enter the Premises used by Lessor at all reasonable times with reasonable prior written notification for the purpose of inspecting the Premises to determine whether Lessor is complying with the terms of this Agreement and for all purposes set forth in the PHF Operations Agreement.

**11. TAXES AND ASSESSMENTS**

Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessor acknowledges that Lessor's interest in Premises which is created by the Agreement may be assessed a possessory interest tax. Lessor shall pay all applicable taxes, assessments, license fees, and other charges accrued in a timely manner.

**12. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are a part, be destroyed or damaged such that they can no longer be used by Lessor as provided in this Agreement, by any cause, County may, in its sole discretion, terminate this Agreement and the PHF Operations Agreement if needed, provided that such termination shall not constitute a waiver by Lessor of any proceeds of insurance it may be entitled to from any insurance policies procured and maintained in connection with this Agreement.

**13. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Agreement:

- A. Either County or Lessor may terminate this Agreement by giving the other thirty (30) days' written notice of termination; provided, however, that Lessor cannot terminate this Agreement unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Agreement.
- B. Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessor for moving expenses, or for damage to any personal property or trade fixtures owned by Lessor, shall belong to the County, and Lessor shall have no claim against the County or the entity exercising eminent domain power for the value of the unexpired term of this Agreement.

**14. ASSIGNMENT**

Lessor shall not encumber, assign, or otherwise transfer its rights or interests under this Agreement, without the express written consent of the County.

**15. ACTS CONSTITUTING BREACHES BY LESSOR**

Lessor shall be in material default and breach of this Agreement should:

- A. Any delinquent taxes, assessments, license fees, and other charges be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such charges or to surrender possession of the Premises has been given to Lessor by the County;
- B. Lessor defaults in the performance of or breaches any provision, covenant, or condition of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof is given by County to Lessor; or
- C. Lessor abandons the Premises prior to the expiration of the term of this Agreement.

**16. COUNTY'S LIABILITY**

In the event of a transfer of County's title or interest to the property during the term of this Agreement, Lessor agrees that the grantee of such a transfer will be substituted as County under this Agreement, provided that all deposits are transferred to the grantee. County shall be released from all future liability under this Agreement

**17. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, County or Lessor, to whom it is directed or any managing employee of such party or, in lieu of





**23. CALIFORNIA FORUM AND LAW**

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.

**24. ATTORNEYS' FEES**

Should any litigation or arbitration be commenced between County and Lessor concerning the Premises, this Agreement, or the rights and duties of either County or Lessor in relation thereto, the prevailing party in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**25. AGREEMENT ADMINISTRATION**

The County officer or employee with responsibility for administering this Agreement is Russ Fackrell, Facility Manager, or successor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR**

Dated:

Signature

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

\_\_\_\_\_, Chair

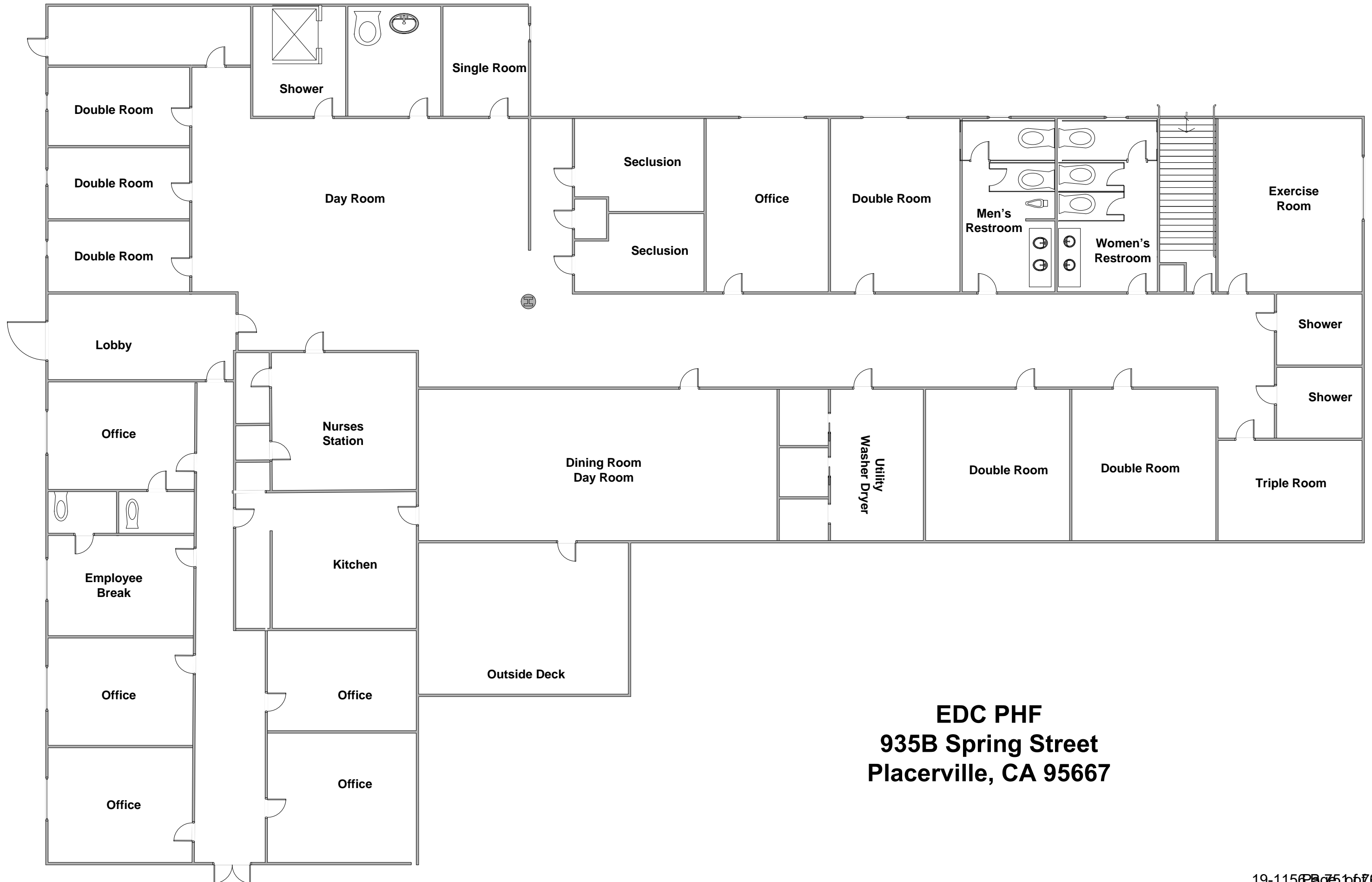
Board of Supervisors

**ATTEST:**

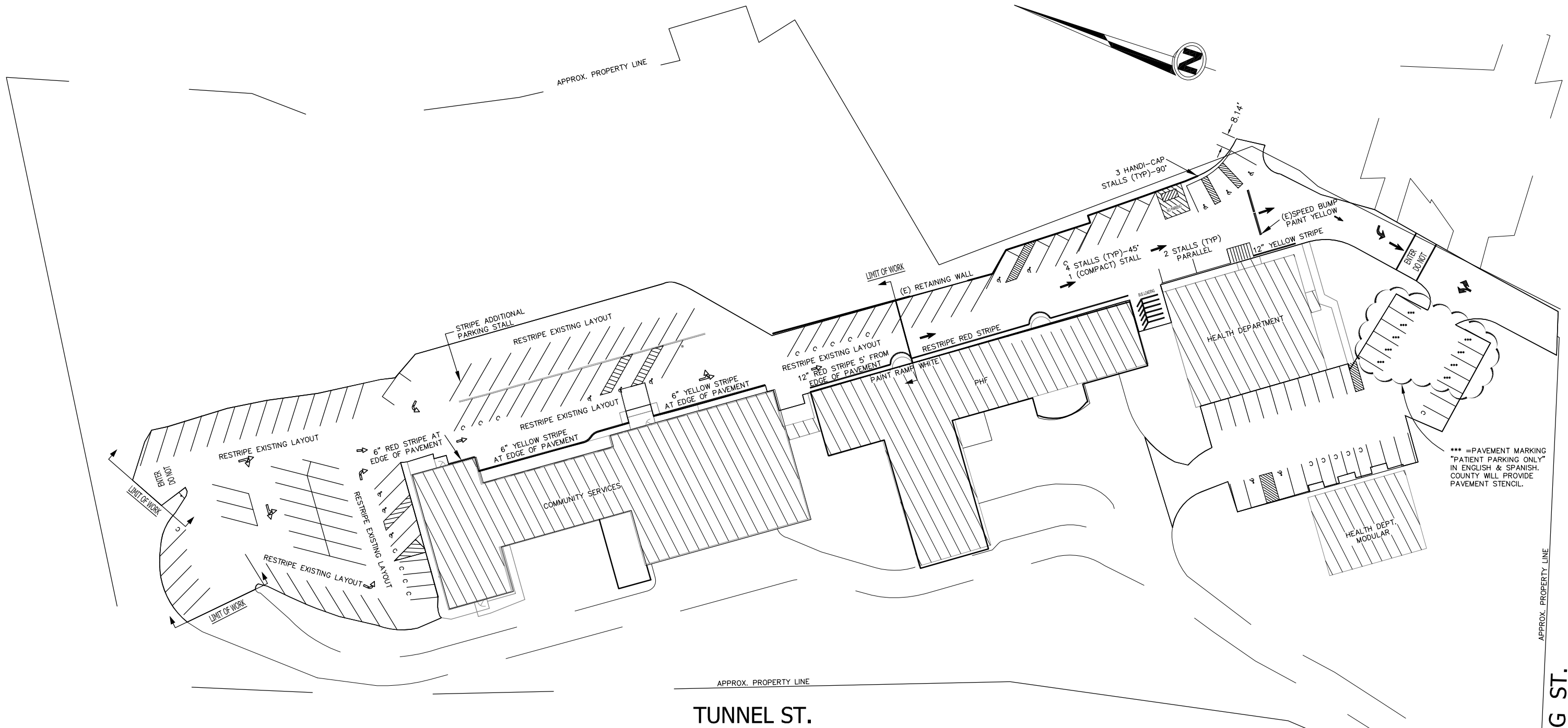
James Mitrisin, Clerk of the Board of Supervisors

By: Deputy Clerk


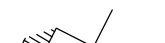
Dated \_\_\_\_\_



**EDC PHF**  
**935B Spring Street**  
**Placerville, CA 95667**



**LEGEND**

-  = EXISTING STRIPING TO BE RESTRIPE THE SAME AS CURRENT LAYOUT.
-  = NEW STRIPING LAYOUT.

**STRIPING & PAVEMENT DELINEATION PLAN**

SCALE: 1" = 30'-0"

REVISION	DATE	DESCRIPTION

**PARKING LOT**  
SLURRY SEAL & STRIPING PROJECT  
HEALTH DEPARTMENT

HEALTH DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667

County of El Dorado  
General Services Department  
Facility Services Division

THIS DRAWING IS NOT FINAL AND IS TO BE USED FOR CONSTRUCTION UNTIL IT IS SIGNED BY THE ARCHITECT / ENGINEER.

DATE:	08/29/2005
DESIGNED BY:	TM
DRAWN BY:	SB
CHECKED BY:	GS
FILE #	BLDGS\SDWS\441
PROJECT #	XXX-XXX

SHEET NO.

**SPD-1**