



**RESOLUTION NO. 150-2024**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**TO REPLACE AND SUPERSEDE RESOLUTION NO. 015-2022 DELEGATING AUTHORITY TO HEALTH AND HUMAN SERVICES AGENCY DIRECTOR TO EXECUTE AND ADMINISTER PSYCHIATRIC HEALTH FACILITY AGREEMENTS, INCLUDING AMENDMENTS THERETO, WITH OTHER COUNTIES UTILIZING THE TEMPLATE AGREEMENT**

**WHEREAS**, counties throughout the State who have contracted with the State to serve as the Mental Health Plan for their county are obligated to provide mental health services for persons in their jurisdiction up to and including acute inpatient care;

**WHEREAS**, the County of El Dorado ("County") operates a Psychiatric Health Facility (PHF), through a qualified contracted entity (hereinafter referred to as the "Contractor Designee"), that provides acute inpatient psychiatric services;

**WHEREAS**, the County PHF experiences fluctuations in the daily census, making it possible to offer said services to other counties based on availability;

**WHEREAS**, the Contractor Designee, in conjunction with the Health and Human Services Agency (HHS), works with other counties for placement of their individuals in need of acute inpatient psychiatric services, and those placements generate revenue that off-sets PHF operational costs;

**WHEREAS**, in order to expedite the processing of documents necessary for counties to contract with the County for acute inpatient services, and ensure timely payment to the County for services it has provided, the County Board of Supervisors on January 25, 2022, approved and adopted Resolution 015-2022 (Legistar file 21-1883) approving the use of a PHF Template Agreement for use with other counties, and authorizing the Director of HHS to sign said agreements;

**WHEREAS**, in working with County Counsel, HHS has revised said template with updated Term and Maximum Obligation Articles and additional standard contract language to accurately reflect the applicable terms and conditions when contracting out the PHF services;

**WHEREAS**, HHS now presents the revised PHF Template Agreement, approved by County Counsel and Risk Management, attached hereto as Attachment A;

**WHEREAS**, should minor modifications to the PHF Template Agreement be necessary including revisions to comply regulation updates, update or addition of standard contract articles, or other changes suggested by County Counsel or Risk Management, those revisions must be reviewed and approved by County Counsel and Risk Management but will not require Board approval;

**WHEREAS**, from time to time, HHSa will return to the Board with recommended updates to the “El Dorado County Behavioral Health Fee for Service Structure” identified in Attachment A attached hereto. Upon approval of updated Behavioral Health Fees, HHSa will notify each contracted party of the updates, without need to return to the Board to amend said existing agreements; and

**WHEREAS**, effective upon approval this date, this Resolution will replace and supersede Resolution 015-2022;

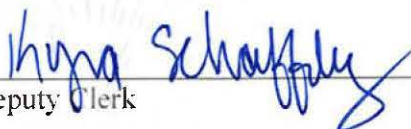
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of El Dorado does hereby:

- 1) Delegate authority to the HHSa Director, Chief Assistant Director, or Behavioral Health Director, to amend existing and execute future agreements with other counties for access to services provided by the County PHF using the PHF Template Agreement, attached hereto as Attachment A, with an initial term of three years with the option to extend the term for one additional year, for a total term not to exceed four years, contingent upon approval by County Counsel and, as applicable, Risk Management; and
- 2) Delegate authority to the HHSa Director, Chief Assistant Director, or Behavioral Health Director, to amend and execute said PHF amendments to existing agreements with other counties to update Board-authorized Behavioral Health Fees and make minor modifications including revisions to comply with regulation updates, standard article updates or additions, or other changes suggested by County Counsel and or Risk Management, contingent upon approval by County Counsel and Risk Management.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of September, 2024, by the following vote of said Board:

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

Ayes: Thomas, Hidahl, Turnboo, Parlin, Laine  
Noes: None  
Absent: None

  
Deputy Clerk

  
Wendy Thomas, Chair  
Board of Supervisors

**ATTACHMENT A**

**AGREEMENT FOR SERVICES # \_\_\_\_\_**  
Use of County of El Dorado Psychiatric Health Facility

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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 "El Dorado"), and \_\_\_\_\_, a political subdivision of the State of California (hereinafter referred to as "Admitting County");

**RECITALS**

**WHEREAS**, in accordance with the current mental health legislation, Admitting County has been charged with the responsibility of providing mental health services for mentally disordered persons (hereinafter referred to as "Clients") in Admitting County;

**WHEREAS**, El Dorado County Health and Human Services Agency ("HHSA"), on behalf of its Behavioral Health Division, contracts with Telecare Corporation, Inc., (hereinafter referred to as "Contractor Designee"), to operate a licensed 16-bed Psychiatric Health Facility (PHF), within the geographic boundaries of El Dorado County, staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons;

**WHEREAS**, it is the responsibility of El Dorado and its Contractor Designee to assure that the inpatient services rendered to Clients admitted to El Dorado's facility are consistent with State and federal laws;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws.

**NOW, THEREFORE**, Admitting County and El Dorado mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

A. **Eligibility:** El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services required of a PHF to Clients of Admitting County who meet the following eligibility requirements:

1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and State statutes.
  2. Clients may be either on voluntary or involuntary status.
    - a. Admitting County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
    - b. Clients to be admitted under California Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado's PHF facility.
      - i. Preliminary assessment of Clients may be conducted by Admitting County's, El Dorado's, or other appropriate and qualified clinical staff as authorized by WIC §5150 (e.g., appropriate and qualified clinical staff in one of the other 56 counties in the State).
      - ii. Final assessment of Clients shall be conducted by El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.
  3. All persons referred for admission to El Dorado's PHF facility shall be medically cleared for admission to a non-medical facility prior to acceptance and admission of the Client to El Dorado's PHF.
    - a. Criteria and requirements for medical clearance will be determined by El Dorado or Contractor Designee, as appropriate.
    - b. Payment for medical clearance shall not be the responsibility of El Dorado or its Contractor Designee.
- B. Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective El Dorado's Contractor Designee and Admitting County's designee.
1. Referrals: Admitting County agrees that those Clients referred to, and accepted by, El Dorado, through its Contractor Designee, shall receive acute psychiatric mental health services.
  2. Admission Processing: Admitting County agrees to cooperate with the admission process as established between El Dorado and Contractor Designee.
    - a. Admitting County's residents presenting for crisis evaluation in El Dorado, and detained pursuant to WIC §5150, shall be assessed by El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff.
      - i. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Admitting County for possible admission to the PHF.
      - ii. Upon notification of Admitting County's responsibility for the resident, Admitting County may authorize admission and payment consistent with the terms of this Agreement, or alternatively, Admitting County may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between Admitting County and El Dorado, or Contractor Designee, as appropriate.
      - iii. Admitting County's failure to notify El Dorado of its placement preferences within the agreed upon timeframe shall result in El Dorado referring Admitting County's Client to any accepting acute psychiatric facility and all costs related to the resulting admission shall not be the responsibility of El Dorado.
- C. Admission Approval:**



1. Admissions to the PHF shall be approved by El Dorado's Behavioral Health Medical Director or their designee, or by Contractor Designee's on-duty Psychiatrist, prior to admission.
2. El Dorado further reserves the right to deny any referral at the sole discretion of its Behavioral Health Medical Director, their designee, or Contractor Designee's on-duty Psychiatrist.
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated in jail or any other penal institutions.
4. El Dorado or Contractor Designee's professional staff shall determine the length of stay of each Admitting County Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, or other criteria cited in Contractor Designee's Exclusionary Criteria then in effect, Admitting County's Client may be excluded from admission to the PHF:
  - a. Medical emergencies;
  - b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse;
  - c. Medical-surgical complications that preclude participation in the therapeutic program; or
  - d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care including, but not limited to, ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

Should it be discovered that an Admitting County Client meets any of the exclusionary criteria during their stay, immediately upon notice from El Dorado or Contractor Designee, Admitting County shall make arrangements to transfer the Client.

The following two terms (D &E) will be used if the Admitting County IS paying for a dedicated bed.

**D. Dedicated Bed Usage and Availability Commitment:**

1. For the term of this Agreement, El Dorado commits to reserving and maintaining in their bed inventory, one (1) bed for the sole use ("dedicated bed") of the Admitting County.
2. In return, the Admitting County commits to reimbursing El Dorado for said dedicated bed in accordance with ARTICLE III, "Compensation."

**E. Non-Dedicated Bed Usage and Availability:**

1. El Dorado or Contractor Designee shall not be required to accept any additional referrals for supplementary bed requests from the Admitting County if it determines that there is insufficient bed capacity.
2. Referrals for admission to El Dorado's facility must be approved in advance by El Dorado or Contractor Designee's on-duty physician.
3. El Dorado or Contractor Designee further reserves the right to deny any referral at the sole discretion of the on-duty physician or Mental Health Medical Director.
4. El Dorado or Contractor Designee will not and shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

The following single term (D) will be used if Admitting County IS NOT paying for a dedicated

bed.

**D. Bed Availability:** The PHF shall not be required to accept any referrals for bed requests from Admitting County if El Dorado or Contractor Designee determines that there is insufficient bed capacity or if acceptance of referral may cause harm or danger to Client, El Dorado, or Contractor Designee.

Update subsequent lettering as applicable base on the option(s) selected above.

**F. Direction and Supervision:**

1. Acute psychiatric inpatient services shall be provided by El Dorado's Contractor Designee for Admitting County Clients under the general supervision of Admitting County's Director or designee.

**G. Coordination of Care:** Admitting County and El Dorado agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.

1. Admitting County, El Dorado, and Contractor Designee may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.

2. El Dorado or Contractor Designee shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.

a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of Admitting County.

b. El Dorado or Contractor Designee shall promptly notify Admitting County if necessary medical emergency services are required.

3. El Dorado and/or Contractor Designee may, but are not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.

**H. Concurrent Review:**

1. Within twenty-four (24) hours of admission, El Dorado's Contractor Designee shall notify Admitting County's Utilization Review Team via a faxed notification packet that an individual believed to be the fiscal responsibility of Admitting County has been admitted. The notification packet shall include a client face sheet, involuntary hold, verification of Medi-Cal eligibility or other insurance, and medical records that have been completed, if any.

2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, El Dorado's Contractor Designee shall fax the Psychiatric History/Initial Psychiatric Evaluation to Admitting County.

3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, El Dorado's Contractor Designee shall fax to Admitting County all available psychiatry notes, nursing notes, and social worker notes for services provided during the expiring authorization period.

4. El Dorado or its Contracted Designee's failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.

5. El Dorado may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between Admitting County and El Dorado. Such changes shall be memorialized via a letter signed by El Dorado's Contract Administrator and acknowledged

via letter by Admitting County in accordance with the Article titled "Notice to Parties" and shall not require a contract amendment.

- I. **Aftercare and Discharge:** It is Admitting County's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from El Dorado's PHF. To this end, it is the sole responsibility of Admitting County to maintain adequate aftercare services so that efficient referral to these services is part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.
- J. **Documentation:** Documentation of services provided by El Dorado, or Contractor Designee, for each Client of Admitting County shall be available for review by Admitting County upon written request.
- K. **Transportation Costs:** All transportation of Clients to and from El Dorado's PHF or any subsequent aftercare services are the sole responsibility of Admitting County. In the event Admitting County cannot provide transportation, it may request assistance from El Dorado or Contractor Designee. El Dorado, and/or Contractor Designee, in its sole discretion, may decline to provide transportation based on availability of resources.
- L. **Non-Discrimination:** Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and State laws.

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period from \_\_\_\_\_, through Month DD, Year.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date through Month, DD, YEAR, with the same terms/conditions as set forth in this Agreement, as amended.

The option to extend term shall be subject to approval by County Contract Administrator and Admitting County. Upon approval by both parties, Admitting County will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

## ARTICLE III

### Compensation:

- A. **Bed Per-Day Rate:** Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.
  - 1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled "Transportation" and separately as described as "medical emergency services", including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings.
    - a. The full per-day rate shall apply to the day of admission regardless of the time of admission.
    - b. Payment is due from Admitting County for each day of acute inpatient psychiatric service and administrative day, *including* the day of admission and *excluding* the day of discharge. Administrative days are billed at the acute rate.

2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, marked "El Dorado County Behavioral Health Fee for Service Structure," incorporated herein and made by reference a part hereof. El Dorado may change the PHF Published Rate at any time during the term of this Agreement.
    - a. **Provision for Rate Change:**
      - i. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under Article titled, "Notice to Parties."
      - ii. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
  3. **Transportation:** In the event El Dorado agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of \$50.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.
- B. Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, federal, or private sources available at the time services are performed.
1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.
  2. Inpatient days (both acute and administrative day) that cannot be billed pursuant to this section B. "Client Billing" shall remain the financial responsibility of Admitting County at the contracted rate.
  3. Any credit provided to Admitting County for billing pursuant to this section B. "Client Billing" that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.
- C. Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

#### ARTICLE IV

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement for the initial term shall not exceed \$\_\_\_\_\_, inclusive of all costs, taxes, and expenses. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term, the maximum obligation shall be \$XXX,XXX.

#### ARTICLE V

**Audit by California State Auditor:** El Dorado acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.



**ARTICLE VI**

**Applicable Records:** El Dorado shall maintain for ten (10) years or until certification review findings are resolved, whichever is later, adequate records on each Admitting County Client served, including intake information and a record of services provided by El Dorado staff in sufficient detail to make possible an evaluation of services and shall contain all the data necessary for reporting to the California State Department of Health Care Services, including records of interviews and progress notes. El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by Admitting County and the California State Department of Health Care Services in a form specified by either.

El Dorado acknowledges that all records shall be available for inspection for auditing purposes by Admitting County and the California State Department of Health Care Services at all reasonable times during normal business hours. El Dorado further agrees to extend to Admitting County the right to review and investigate all records, program materials, or any other written procedures and records relating to Admitting County Clients at any reasonable time. El Dorado agrees to provide Admitting County data in a timely fashion as directed and as specified by the Admitting County.

**ARTICLE VII**

**Rules and Laws:** El Dorado and Admitting County both agree that they are bound by the provisions of WIC § 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10; regulations of the California State Department of Health Care Services; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services and that this Agreement is critical to successful compliance with these laws, regulations, and policies.

**ARTICLE VIII**

**Confidentiality:** El Dorado and Admitting County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Admitting County Client information shall be interchangeable between El Dorado and Admitting County to establish and support a high level of clinical services and continuity of care and aftercare services. El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Purely statistical information which does not include identifying information of any Client may be disclosed. El Dorado shall not use information obtained pursuant to this Agreement for any purpose other than carrying out El Dorado's obligations under this Agreement. El Dorado shall promptly transmit to Admitting County all requests for information related to this Agreement, including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Admitting County, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or

voiceprint or a photograph. If El Dorado or Contractor Designee receives any individually identifiable health information ("Protected Health Information" or "PHI") from Admitting County or creates or receives any PHI on behalf of Admitting County, El Dorado and its Contractor Designee shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE IX**

**HIPAA Compliance:** The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Admitting County is a Hybrid Entity under said Act, and El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), Admitting County and El Dorado are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

#### **ARTICLE X**

**Independent Status of El Dorado:** The parties hereto agree that El Dorado, its Contractor Designee, agents, and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of Admitting County. El Dorado and its Contractor Designee shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by El Dorado and its Contractor Designee pursuant to the Agreement.

#### **ARTICLE XI**

**Changes to Agreement:** This Agreement may only 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 XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that both El Dorado and Admitting County are political subdivisions of the State of California. As such, both are subject to the provisions of Article X, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted for in a given fiscal year. It is further understood that in the normal course of Admitting County and El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Admitting County and El Dorado released from any further liability hereunder.

In addition to the above, should the respective Boards of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for either Admitting County or El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XIII**

#### **Default, Termination, and Cancellation:**

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Admitting County in this Agreement proves to have been false or misleading in any respect.
3. Admitting County fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless El Dorado agrees, in writing, to an extension of the time to perform before that time period expires.





or to such other location or email as the El Dorado directs.

Notices to Admitting County shall be addressed as follows:

(COUNTY)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)  
vendoremail@vendor.com

or to such other location or email as the Admitting County directs.

#### **ARTICLE XVI**

**Indemnity:** Admitting County shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. El Dorado shall be responsible for damages caused by the acts or omissions of itself or its Contractor Designee, officers, employees, and agents occurring in the performance of this Agreement. It is the intention of El Dorado and Admitting County that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents. It is also the intention of El Dorado and Admitting County that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

#### **ARTICLE XVII**

**Insurance:** Operations of the El Dorado County Psychiatric Health Facility are contracted with (currently) Contractor Designee, whose insurance is primary for services provided by the El Dorado County PHF. Contractor Designee's insurance includes: Workers Compensation, Commercial General Liability, Automobile Liability, and professional liability.

In addition, El Dorado provides secondary insurance including general liability, automobile liability, property, and workers' compensation liability through a self-insurance program, in conjunction with excess coverage through the Public Risk Innovation Solutions and Management. A certificate of coverage will be furnished to Admitting County upon execution of this agreement.

#### **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**ARTICLE XIX**

**Contract Administrator:** The El Dorado Officer or employee with responsibility for administering this Agreement is \_\_\_\_\_ (name), \_\_\_\_\_ (title), \_\_\_\_\_ (division), Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with El Dorado and a successor is pending, or HHS has to temporarily delegate this authority, El Dorado Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide Admitting County with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

**ARTICLE XX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXI**

**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 XXII**

**Partial Invalidity:** If any provision or part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIII**

**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.

**ARTICLE XXIV**

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

Admitting County, promptly after receiving notice thereof, shall immediately notify the El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the El Dorado 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 El Dorado and State.

**ARTICLE XXV**

**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 XXVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXVII**

**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: \_\_\_\_\_

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

Behavioral Health Division  
Health and Human Services Agency

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services # \_\_\_\_\_  
on the dates indicated below.

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

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

**-- COUNTY OF \_\_\_\_\_ --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_  
Board of Supervisors  
"Admitting County"

(Add IF required by Admitting County)

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Clerk of the Board  
"Admitting County"

**County of \_\_\_\_\_**  
**Exhibit A**  
**El Dorado County Behavioral Health Fee for Service Structure**

<b>Position</b>	<b>Hourly Rate</b>
Psychiatrist/ Contracted Psychiatrist/MD	\$ 1,395.90
Physician's Assistant	\$ 626.05
Nurse Practitioner	\$ 694.15
Registered Nurse	\$ 566.99
Certified Nurse Specialist	\$ 694.15
Licensed Vocational Nurse	\$ 297.86
Pharmacist	\$ 668.18
Licensed Psychiatric Technician	\$ 255.35
Psychologist/Pre-licensed Psychologist	\$ 561.38
Licensed Practitioner of the Healing Arts	\$ 363.29
Licensed Clinical Social Worker	\$ 363.29
Occupational Therapist	\$ 483.59
Mental Health Rehab Specialist	\$ 273.32
Peer Recovery Specialist	\$ 286.99
Other Qualified Providers - Other Designated staff that bill Medi-Cal	\$ 273.32
Alcohol and Drug Counselor	\$ 301.34
<b>Service</b>	<b>Day Rate</b>
Psychiatric Health Facility Day Rate	\$ 2,009.73