

ORIGINAL

Agreement for Services 329-S1611

AGREEMENT FOR SERVICES #329-S1611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and BHC Heritage Oaks Hospital, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Auburn Boulevard, Sacramento, California 95841, and whose Agent for Service of Process is CT Corporation System 818 W Seventh Street 2nd Floor, Los Angeles, CA 90017 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide on call after hours crisis response services; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: All services provided pursuant to this Agreement 329-S1611, shall be in accordance with the terms and conditions of Agreements between the County of El Dorado and the California Department of Health Care Services, currently #456-F1311 (hereinafter referred to as the MHP Agreement) and #024-M1610 (hereinafter referred to as the Performance Agreement), or as may be replaced or amended hereinafter. Certain sections of the MHP Agreement and Performance Agreement are referenced under Article XXX for convenience hereto and incorporated by reference herein. However, Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.

Contractor agrees to furnish the staffing and equipment necessary to provide on call after hours crisis response services for the County of El Dorado Health and Human Services Agency (HHSA) Mental Health Division (MHD). The target population to be served shall include those persons identified as in need of an assessment to determine whether they meet the criteria outlined in Welfare and Institutions Code (WIC) § 5150 (hereinafter referred to as "Client").

The County of El Dorado is divided into two geographic locations, the Western Slope including the City of Placerville and the bedroom communities bordering Sacramento County, which is primarily served by Marshall Medical Center, and the area of South Lake Tahoe which is primarily served by Barton Healthcare System. For purposes of this Agreement, services shall be provided on both slopes of the County. Services under this agreement will initiate on the Western Slope and, upon Contractor submitting request verifying staffing levels and County's written authorization to initiate services, services will commence in South Lake Tahoe.

A. Professional License and Education Requirements:

1. Contractor's staff at the Management and Supervisory level shall be current Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT) or Psychologist whose license has been issued and is regulated by the State of California; have three (3) years' experience in the provision of Community Mental Health Crisis Services and have two (2) years supervision of Crisis Services. Said licenses or certifications must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
 - a. Contractor shall notify County ~~within five (5) business days~~ of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
 - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.

- ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. Contractor's personnel providing on call after hours crisis response services shall possess: A Master's degree from an accredited university or college with major coursework in social work, marriage and family counseling, psychology, or a related field, inpatient or outpatient setting; shall be a current Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Registered Nurse (RN), or be a registered intern or eligible to register as an intern in the State of California at the time of appointment and be supervised according to the terms of the respective governing body.
3. Screening of Staff: In accordance with Title 45 Code of Federal Regulations (CFR) Part 76.100, Title 42 CFR sections 1128 and 1128A, Social Security Act; Title 42 CFR sections 438.214 and 438.610; and Mental Health Letter No. 10-05, Contractor will 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>. For purposes of this Agreement "staff" shall mean any person employed on a part-time, full-time, extra-help or volunteer basis who works at, for, or with the Contractor during the term of this Agreement.
 - a. Identification of a staff person who is listed on either of the referenced websites shall be reported immediately to the Contract Administrator, who in turn will report to the State.
 - b. Failure to terminate the staff person listed on either of the referenced websites may result in corrective action up to and including termination of this Agreement in accordance with the Article XI titled "Default, Termination, and Cancellation."
 - c. Identification of a staff person who is listed on either of the two above-noted websites shall be reported immediately to the Contract Administrator, who in turn will report to the State. 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 XI titled "Default, Termination, and Cancellation." Identification of a staff person who is listed on either of the two above-noted websites shall be reported immediately to the Contract Administrator, who in turn will report to the State. 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 XI titled "Default, Termination, and Cancellation."
4. Contractor shall ensure the provision of services in a culturally and linguistically competent manner, as appropriate to the population being served.

B. Staffing and Response Time:

Contractor will provide qualified and adequate personnel to provide timely response to requests from Marshall Medical Center Emergency Department and Barton Memorial Hospital Emergency Department. Contractor may, in the future, respond to other locations within the County upon mutual written agreement by the parties.

1. The same personnel may not cover both the Western Slope and South Lake Tahoe area of the County for in-person response to the hospitals at the same time. Individual

personnel are required for each geographic region to ensure timely response to hospital requests for assessments.

2. Contractor will respond to all requests from Marshall Medical Center Emergency Department, Barton Memorial Hospital Emergency Department for WIC § 5150 assessments within not less than twenty (20) and not more than forty-five (45) minutes, weather permitting, after the Client has been medically cleared.
 - a. In the event of an unexpected delay in response time, Contractor will make telephone contact with the requesting Emergency Department (ED) personnel to communicate status and estimated time of arrival to ED staff.
 - b. Location and Hours:

Region	Location	Staffing	Days / Hours
Western Slope	Marshall Medical Center Emergency Department or other designated location	3 - 4	Seven (7) days per week, including holidays: 11:30 p.m. – 8:30 a.m.
South Lake Tahoe	Barton Memorial Hospital Emergency Department or other designated location	3 - 4	Seven (7) days per week, including holidays: 7:30 p.m. – 8:30 a.m.

C. Services:

Contractor shall provide crisis response services including but not limited to assessment pursuant to WIC 5150 assessments and crisis intervention services.

1. Respond to on call after hours crisis telephone line during the days and hours indicated by this Agreement; specifically, Western Slope seven (7) days per week, including holidays 11:30 p.m. to 8:30 a.m. and South Lake Tahoe seven (7) days per week, including holidays 7:30 p.m. to 8:30 a.m.
2. Respond to on call after hours requests from Marshall Medical Center Emergency Department, Barton Memorial Hospital Emergency Department for WIC § 5150 assessments and crisis intervention services.
 - a. For those Clients meeting the WIC § 5150 criteria:
 - i. In collaboration with hospital staff, identify appropriate inpatient placements and arrange for transportation of the Client to placement.
 - ii. Remain onsite until final disposition or placement of the Client is determined.
 - iii. Collaborate with the Heritage Oaks Assessment and Referral team, nursing administrator, administrator-on-call and the on call physician.
 - iv. Prepare a written seventy-two (72) hour treatment Plan.
 - v. Ensure the receiving facility receives a copy of the Client’s hospital face sheet, any drug test, or other medical clearance documentation.
 - vi. Work collaboratively with the hospital staff to transfer the client as quickly as possible to an inpatient mental health facility following medical clearance by the Emergency Department physician.
 - b. For those Clients who do not meet the WIC § 5150 criteria:
 - i. Identify other resources and offer referral and linkages services to Client.

- ii. Advise hospital of decision not to require a WIC § 5150 hold and document disposition of the Client in the medical record maintained by the hospital.
 - c. Ensure communication with the out-going and on-coming shifts of County HHSA Psychiatric Emergency Services (PES) staff regarding the status of each Client remaining in the ED at the end of a shift.
 - d. Comply with hospital protocol and any existing Agreement or Memorandum of Understanding between County and hospital regarding crisis response services.
 - e. Adhere to County Crisis Response Hospital Protocol attached as Exhibit A and incorporated by reference herein.
- D. Medical Records:
- 1. Medical Records shall be maintained in accordance with contractual, statutory, and regulatory requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the County of El Dorado and the California Department of Health Care Services Agreement, currently #456-F1311 (hereinafter referred to as the MHP Agreement) and Agreement #024-M1610 (hereinafter referred to as the Performance Agreement), as well as in accordance with the terms and conditions of this Agreement.
- E. Performance Outcome Measures and Reporting
- 1. Contractor shall utilize, track and report the following outcome measures monthly to the County.
 - a. Call Log to track the number of crisis calls received, basic demographic information, and call duration
 - b. Assessment Reporting for each hospital, including but not limited to shift and collective totals:
 - i. Face to Face client encounters
 - ii. Clients who meet WIC 5150 criteria
 - iii. Clients placed in a locked mental health facility
 - iv. Referrals for alcohol or drug services
 - v. Toxicology positive clients served
 - c. Contractor shall submit monthly reports to the HHSA MHD within thirty days of the end of the service month. A service month shall be defined as the calendar month in which services are provided.

Reports submitted to:

County of El Dorado
Health and Human Services Agency
Mental Health Division
768 Pleasant Valley Road, Suite 201
Diamond Springs, CA 95619
Attn: Manager of Mental Health Programs
 - d. Contractor shall collect and maintain accurate and complete Client and financial data as may be required by the County, the State of California, and Medicaid/Medi-Cal, and provide such information to the County as may be requested in the form required by County.
 - e. Any other reports as requested by County.

- f. When intended outcomes are not achieved, corrective action based upon review of processes, staffing, procedures and systems will be utilized to address any problems which may occur. Contactor shall maintain regular communication with the County and ongoing review of logs and assessments to ensure maintenance of effective delivery of Client care.
- g. Contract Monitoring: County shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Regulations., Title 9, §§ 1810.380 and 1810.385.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination and Cancellation" or "Fiscal Considerations".

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be an all-inclusive per assessment rate of \$450 for each completed assessment as per the terms and conditions contained herein. As stated herein, no assessments shall be approved for South Lake Tahoe until Contractor submits request verifying staffing levels and County has provided written authorization to initiate services at Barton Memorial Hospital.

The maximum contractual obligation of this Agreement shall not exceed \$ 120,000 for all the stated services during the term of the Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Health and Human Services Agency, Fiscal Unit
3057 Briw Road, Suite B
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the Scope of Services pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

ARTICLE IV

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 V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

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 VII

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.

ARTICLE VIII

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

ARTICLE IX

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

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

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

ARTICLE X

Audit by California State Auditor: Contractor 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, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. 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.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided 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.

Contractor may terminate this Agreement in whole or in part upon thirty (30) days written notice by Contractor without cause. If such termination is effected, Contractor will continue contractual services through the effective date of the Notice of Termination. Upon receipt of a Notice of Termination, County shall work with Contractor and respective community hospitals to effect service discontinuance.

ARTICLE XII

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

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL
4280 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841
ATTN: SHAWN SILVA, CHIEF EXECUTIVE OFFICER

or to such other location as the Contractor directs.

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

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including 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 Section 2778.

ARTICLE XV

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 XVI

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 XVII

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 XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 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 will 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 XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Services provided under this Agreement shall be performed at the Marshall Medical Center location in the City of Placerville and Barton Memorial Hospital location in the city of South Lake Tahoe and shall not be performed in the unincorporated area of the County.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Sambocetti, Manager of Mental Health Programs, or successor.

ARTICLE XXVI

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 XXVII

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 XXVIII

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

ARTICLE XXIX

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 XXX

Mental Health Plan and Performance Agreement:

Certain sections of the MHP Agreement and Performance Agreement, referenced in Article I Scope of Service, are provided here for convenience and incorporated herein. Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with § 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code § 15630 et seq., related to elder and dependent adults, as applicable.

Fingerprinting: Pursuant to California Penal Code §11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:

- A. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be

fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.

- B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
 - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network based firewall or personal firewall; and

- b. Continuously updated anti-virus software; and
 - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
 4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
 5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, available at <http://www.edcgov.us/HHSAForContractors/> (incorporated herein and made by reference a part hereof).

Agreement Number 15-92088 Department of Health Care Services and El Dorado County Health and Human Services Agency, 14-0138 2B 33 of 64 Privacy and Information Security Provisions

Release of Information: Contractor shall ensure that the County of El Dorado 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.

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 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 (3)-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;
 - 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 subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) 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 titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to 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 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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.

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code §§11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

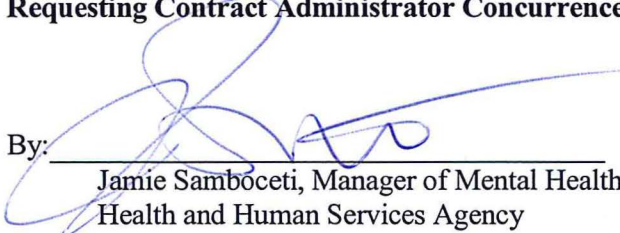
Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The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

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing 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 XXXI

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: 5/10/16
Jamie Samboceti, Manager of Mental Health Programs
Health and Human Services Agency

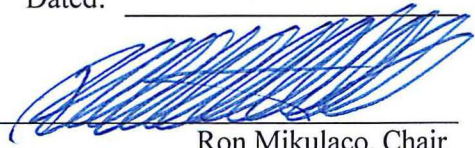
Requesting Department Head Concurrence:

By:  _____ Dated: 5/10/2016
Don Ashton, M.P.A.,
Director
Health and Human Services Agency


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

-- COUNTY OF EL DORADO --

Dated: 6/28/16

By: 
Ron Mikulaco, Chair
Board of Supervisors
"County"


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

By: 
Deputy Clerk

Dated: 6/28/16

-- CONTRACTOR --

BHC Heritage Oaks Hospital, Inc., dba Heritage Oaks Hospital
A California Corporation

By: 
Shawn Silva
Chief Executive Officer
"Contractor"

Dated: 6/8/16

By: 
Corporate Secretary

Dated: 6.8.16

(lkw)

Exhibit A
El Dorado County Health and Human Services Agency
Mental Health Division
Crisis Response Hospital Protocol

The following protocol shall be observed with respect to interaction between Contractor's Clinician, Law Enforcement, and Hospital personnel:

1. When a call is received from the Hospital requesting Welfare and Institutions Code Section 5150 (hereinafter referred to as "5150") assessment of a client, Contractor's Clinical Staff shall:
 - a. Confirm client is medically cleared, including labs and toxicology screen
 - b. Ask if positive for drugs or alcohol and level of alcohol
2. Upon Arrival to Emergency Department, Contractor's Clinician will provide the following Pre-Assessment activities:
 - a. Meet with Law Enforcement officers when available, meet with the Emergency Department Registered Nurse on duty, and meet with the Emergency Department Physician, if requested
 - b. Review the 5150 evaluation documentation along with the hospital chart.
 - c. Interview/assess client for 5150 hospitalization
 - d. Complete 5150 rating scale
3. Following assessment, Contractor's Clinician will provide written and verbal documentation, including but not necessarily limited to:
 - a. A written summary of the assessment, including a list of collateral persons contacted
 - b. A written summary supporting the determination for upholding/dropping WIC Section 5150 hold
 - c. A written Plan of Care (interim, discharge, follow up, safety, etc.)
 - d. Documents to be added to hospital chart include copy of 5150, rating scale, and hospital progress note described in a, b, c above.
4. Contractor's Clinician will communicate in person with Emergency Department staff prior to leaving the premises.