



RESOLUTION NO. 015-2022
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

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; and

WHEREAS, the County of El Dorado operates a Psychiatric Health Facility (PHF), through a qualified contracted entity otherwise known as the Contractor Designee, that provides acute inpatient psychiatric services; and

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

WHEREAS, the Contractor Designee, in conjunction with the Health and Human Services Agency (HHSA), 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; and

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 November 17, 2020, approved and adopted Resolution 185-2020 (File ID 20-1293) approving the use of a template Agreement for use with other counties, and authorizing the Director of HHSA to sign said agreements; and

WHEREAS, in working with County Counsel and Risk Management, HHSA has updated said template with a new Insurance Article to accurately reflect the applicable insurance when contracting out the PHF services; and

WHEREAS, HHSA now presents a revised template Agreement, approved by County Counsel and Risk Management, attached hereto as Attachment A; and

WHEREAS, from time to time, HHSA will return to the Board with recommended updates to the "Mental Health Fees" identified in Attachment A attached hereto. Upon approval of updated Mental 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 supercede Resolution 185-2020; and


NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby authorize the Director of the Health and Human Services Agency, or designee, to amend and execute said amendments to existing agreements with other counties to update Board-authorized Mental Health Fees; and

NOW BE IT FURTHER RESOLVED that the Board of Supervisors of the County of El Dorado hereby authorize the Director of the Health and Human Services Agency, or designee, to execute future agreements with other counties using the template Agreement, attached hereto as Attachment A, for access to services provided by the County Psychiatric Health Facility, 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 25th day of January, 2022, by the following vote of said Board:

Ayes: Parlin, Thomas, Novasel, Hidahl, Turnbo
Noes: None
Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors



Deputy Clerk



Lori Parlin, Chair
Board of Supervisors

ATTACHMENT A

AGREEMENT FOR SERVICES #_____
Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT is made and entered into by and between the _____, a political subdivision of the State of California (hereinafter referred to as “Admitting County”) and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “El Dorado”).

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 (Client[s]) in _____ County, and;

WHEREAS, El Dorado County Health and Human Services Agency, 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; and

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; and

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 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 his/her 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 Behavioral Health Medical Director, his/her 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.
 - 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.

This language 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 herein 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 herein commits to reimbursing El Dorado for said dedicated bed as further detailed in 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.

This language 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 options 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, 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 are 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 _____, unless the Agreement is terminated prior by either party in accordance with Article XIII, "Default, Termination, and Cancellation."

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, 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 XV, "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 \$25.00/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 Section B. "Client Billing" herein shall remain the financial responsibility of Admitting County at the contracted rate.
 3. Any credit provided to Admitting County for billing per section B. "Client Billing" herein 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 contractual obligation for the term of this Agreement shall not exceed \$_____ per fiscal year for the term of this Agreement. Fiscal year shall be defined as an accounting period of twelve (12) months that, for the purposes of this Agreement, begins on July 1 and ends on June 30 of the following year.

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 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 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 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 XVI, § 18 of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products, equipment or services not budgeted 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 the 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. Default: Upon the occurrence of any default of the provisions of this Agreement, the non-defaulting party may give written notice of said default to the party in default (notice). The notice of default 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. If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then the non-defaulting party may terminate the Agreement by giving notice of such election in a subsequent written notice. Notwithstanding, the time to cure may be extended in the discretion of the non-defaulting party. Any such extension of time to cure must be in writing, must specify the reason(s) for the extension and the date in which the extension of time to cure expires, and must be signed by the non-defaulting party.
- B. Ceasing Performance: Either Admitting County or El Dorado may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.
- C. Termination or Cancellation without Cause: Either Admitting County or El Dorado may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, Admitting County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which Admitting County may agree to in writing as necessary for contract resolution. In no event, however, shall Admitting County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Admitting County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

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

In the event of a change in address for any El Dorado office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under Article XV, “Notice to Parties.” Said Notice shall become part of this Agreement 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 XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
Health And Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit
HHS-contracts@edcgov.us

Or to such other location as El Dorado directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement And Contracts Division
330 Fair Lane
Placerville, CA 95667-5321
ATTN: Purchasing Agent

Notices to Admitting County shall be addressed as follows:

COUNTY OF _____

ATTN: Contracts Division
(Insert Admitting County email address)

Or to such other location 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) Telecare Corporation, Inc., whose insurance is primary for services provided by the El Dorado County PHF. Contractor’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

Administrator: The El Dorado Officer or employee with responsibility for administering this Agreement is _____, _____, Behavioral Health Division, or successor.

ARTICLE XIX

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 XX

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 invalidate in any way.

ARTICLE XXI

Venue: Any dispute resolution action rising 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 XXII

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 XXIII

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 XXIV

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 XXV

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: _____

Behavioral Health Division
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
_____, Director
Health and Human Services Agency

-- COUNTY OF _____ --

COUNTY OF _____
A Political Subdivision of the State of California

By: _____ By: _____

_____ County Board of Supervisors Behavioral Health Director

Date: _____ Date: _____

Approved as to form:

**RISK MANAGEMENT
APPROVAL**

By: _____ By: _____

County Counsel Human Resources/Risk
Management Director

(LKK)

EXHIBIT A



RESOLUTION NO. 145-2016

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado Board of Supervisors is authorized to adopt new fees, fee levels, and charges, pursuant to Government Code § 54985; and

WHEREAS, the County of El Dorado's Health and Human Services Agency has reviewed and analyzed the current Mental Health fee structure established via County of El Dorado Board of Supervisors Agenda File 08-0938 (July 1, 2008) and the Psychiatric Health Facility rate per bed Resolution 130-2014 (File 14-1070, August 26, 2014); and

WHEREAS, the County, having completed said analysis, which included a review of the psychiatric health facility operations as well as the Mental Health Division program operations (personnel, indirect and overhead, supervision and equipment costs), and a full cost recovery analysis as well as comparison against prevailing fees charged in surrounding counties, as applicable.

NOW, THEREFORE, BE IT RESOLVED that effective October 1, 2016, Board Resolution 08-0938 and Board Resolution 130-2014 are hereby replaced by this Resolution, and the fees, fee levels, and charges attached hereto as Exhibit A, "Mental Health Fees," shall be implemented.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 30th day of August, 2016, by the following vote of said Board:

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

Ayes: Frentzen, Mikulaco, Veerkamp, Ranalli, Novasel
Noes: None
Absent: None

By: 
Deputy Clerk


Ron Mikulaco, Chair, Board of Supervisors

Exhibit A

Mental Health Fees

FEE DESCRIPTION	UNIT	AMOUNT
Outpatient Services		
Case Management Brokerage	Hour	\$135.93
Individual Therapy	Hour	\$175.26
Group Therapy	Hour	\$175.26
Collateral Visit	Hour	\$175.26
Assessment/Evaluation	Hour	\$175.26
Crisis Intervention	Hour	\$261.51
Medication Visit	Hour	\$324.30
Rehabilitation Services		
Full Day	Day	\$150.93
Inpatient Services		
Psychiatric Health Facility	Day	\$835.00