

AGREEMENT FOR SERVICES #028-F1511
Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT is made and entered by and between County of Shasta, a political subdivision of the State of California (hereinafter referred to as “Shasta County”) and County of El Dorado Health and Human Services Agency, Mental Health Division (hereinafter referred to as “El Dorado County”), which operates a Psychiatric Health Facility.

RECITALS

WHEREAS, in accordance with the current mental health legislation, County of Shasta has been charged with the responsibility of providing mental health services for mentally disordered persons (“Client” or “Clients”) in the County of Shasta, and;

WHEREAS, El Dorado County operates a licensed 16-bed Psychiatric Health Facility staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons; and

WHEREAS, it is the responsibility of El Dorado County to assure that the inpatient psychiatric services rendered to Clients admitted to El Dorado County’s facility are consistent with state and federal laws.

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

ARTICLE I

Scope of Services: El Dorado County shall provide psychiatric inpatient services to Clients of Shasta County who meet the eligibility requirements specified below. Services will be provided, with prior authorization by Shasta County Health and Human Services, to eligible persons who may be either on voluntary or involuntary status. Shasta County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.

County of El Dorado professional staff shall determine the length of stay of each Client accepted. County of El Dorado may, but is not required, to provide non-elective ancillary medical services as part of the inpatient treatment services. County of El Dorado shall coordinate unforeseen and necessary medical emergency services on an “as required” basis as part of the inpatient treatment services. 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 the County of Shasta. County of El Dorado shall promptly notify the County of Shasta if necessary medical emergency services are required.

- A. Direction and Supervision: Such services shall be provided by El Dorado County for Clients under the general supervision of the Shasta County Health and Human Services Director or his/her designee.
- B. Client Eligibility: Clients to be served under this contract must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and state statutes.

All persons referred for admission to El Dorado County's facility shall be medically cleared for admission to a non-medical facility prior to admission to El Dorado County's facility. This medical clearance will be provided directly or indirectly, and payment arranged or provided by Shasta County. Criteria and requirements for medical clearance will be determined by El Dorado County.

Referrals for admission to El Dorado County's facility must be approved by El Dorado County's on-duty physician. El Dorado County shall not be required to accept referrals if it determines that there is insufficient bed capacity, nor shall El Dorado County be required to accept referrals for treatment of individuals housed in jail or other penal institutions. El Dorado County reserves the right to deny any referral at the sole discretion of the on-duty physician or Mental Health Medical Director.

Services under this Agreement shall be rendered without regard to race, color, sex, religion, national origin, ancestry, handicap, physical, or mental status as specified in applicable federal and state laws. The specific admission procedures shall be mutually agreed upon by the respective County of El Dorado Health and Human Services Agency Medical Director and Shasta County Health and Human Services Director.

- C. Admissions Procedure: As provided in Welfare and Institutions Code ("W&I") Section 5150, Clients to be admitted under that code section shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado County's facility. As authorized by W&I Section 5150, El Dorado County designates Shasta County Health and Human Services clinical staff to conduct that assessment. El Dorado County agrees that only those Clients whom Shasta County refers to El Dorado County for said program shall receive services, and that Shasta County shall not be required to pay for services until authorization for those services has been given by Shasta County. Shasta County agrees to cooperate with the admission of Shasta County's Clients to El Dorado County's facility. Shasta County residents presenting for crisis evaluation in County of El Dorado and detained pursuant to W&I Section 5150 may be admitted by El Dorado County to El Dorado County's facility. Upon notification and confirmation of residency in Shasta County, Shasta County shall authorize admission and payment consistent with the terms of this agreement. Alternatively, Shasta County may arrange for transfer to another treatment facility.
- D. Coordination of Care: Shasta County and El Dorado County agree that both of their clinical staffs 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, and to this end may freely exchange Client information as a unitary treatment program. Shasta County agrees to facilitate timely placement for Clients ready for discharge.

- E. Aftercare and Discharge: It is recognized that to make efficient use of any inpatient facility, the provision of aftercare services is of extreme importance. To this end, it is the responsibility of Shasta County to maintain adequate aftercare services, such that efficient referral to these services may be made as part of discharge planning of Clients, including transportation, if necessary.

Shasta County will be responsible for aftercare and placement of all Clients covered by this agreement upon their discharge from El Dorado County's facility or any subsequent placement facility.

Shasta County staff will work with El Dorado County's staff prior to a Client's discharge to effect an appropriate placement; however, it is Shasta County's responsibility to assure appropriate aftercare treatment and placement of Clients discharged from El Dorado County's facility.

- F. Documentation: Documentation of services provided by El Dorado County for each Client of Shasta County shall be available for review by Shasta County upon request.
- G. Transportation Costs: All transportation of Clients to and from El Dorado County's psychiatric health facility is the responsibility of Shasta County. In the event Shasta County cannot provide transportation, they may request assistance from El Dorado County's Mental Health Division. El Dorado County in its sole discretion may decline to provide transportation based on availability of resources.

ARTICLE II

Term: This agreement shall become effective when fully executed by both parties hereto, shall begin July 1, 2014, and shall continue unless the Agreement is terminated by either party in accordance with the Article titled "Default, Termination, and Cancellation" herein below.

ARTICLE III

Compensation:

- A. Rates for Services: In consideration for El Dorado County providing inpatient psychiatric services to Shasta County's Clients pursuant to this Agreement, Shasta County shall pay El Dorado County the County Published Rate, plus 15% administrative cost rounded up to the nearest whole dollar. The rate shall be all-inclusive, including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings. The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A. El Dorado County may change the El Dorado County Published rate at any time during the term of this Agreement after a publicly noticed hearing. El Dorado County will give Shasta County ten (10) days' notice of any hearing at which a rate change is proposed. El Dorado County shall notify Shasta 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 the Article titled "Notice to Parties." 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.

The full per-day rate shall apply to the day of admission regardless of the time of admission. There is no administrative day rate. Payment is due from Shasta County for each day of inpatient psychiatric service, including the day of admission, excluding the day of discharge.

In the event El Dorado County agrees to provide transportation for Clients, Shasta County shall reimburse El Dorado County for transportation costs incurred 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:

1. El Dorado County will bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed.
2. Shasta County will be charged the contracted rate less a credit for anticipated payments due to El Dorado County as stated in section B. "Client Billing" item 1 herein.
3. Inpatient days that cannot be billed pursuant to section B. "Client Billing" item 1 herein shall remain the financial responsibility of Shasta County at the contracted rate.
4. Any credit provided to Shasta County for billing per section B. "Client Billing" item 1 herein that is subsequently disallowed shall be reimbursed by Shasta County to El Dorado County.
5. El Dorado County shall provide supporting documentation as evidence of the current County Published Rate attached to each invoice.

C. Payment: Payments to El Dorado County shall be made within forty-five (45) days of receipt of invoice by Shasta County.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation for the term of this Agreement shall not exceed \$100,000 per fiscal year (July 1 through June 30).

ARTICLE V

Audit by California State Auditor: El Dorado County 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 County 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 VI

Applicable Records: El Dorado County shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each Shasta County Client

served, including intake information and a record of services provided by El Dorado County staff in sufficient detail to make possible an evaluation of services, and shall contain all the data necessary for reporting to the State Department of Health Care Services, including records of interviews and progress notes. El Dorado County 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 the Shasta County Health and Human Services, and the State Department of Health Care Services in a form specified by either.

All records shall be available for inspection by the Auditors of Shasta County or the State Department of Health Care Services at reasonable times during normal business hours. El Dorado County agrees to extend to Shasta County Shasta Director or his/her designee the right to review and investigate all records, program, or written procedures relating to Shasta County Clients at any reasonable time; El Dorado County agrees to provide Shasta County Health and Social Services data in a timely fashion as directed and as specified by Shasta County Health and Human Services.

ARTICLE VII

Rules and Laws: El Dorado County and Shasta County agree that both are bound in the accomplishment of this Agreement by provisions of W&I Section 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. El Dorado County and Shasta County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Shasta County Client information shall be interchangeable between El Dorado County and Shasta County to establish and support a high level of clinical services and continuity of care and aftercare services.

ARTICLE VIII

Confidentiality: El Dorado County shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement except for statistical information not identifying any Client. El Dorado County shall not use such information for any purpose other than carrying out El Dorado County's obligations under this Agreement. El Dorado County shall promptly transmit to Shasta County all requests including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado County shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Shasta 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 County receives any individually identifiable health information ("Protected Health Information" or "PHI") from Shasta County or creates or receives any PHI on behalf of Shasta County, El Dorado County shall maintain the security and confidentiality of such PHI as required of Shasta County 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. Shasta County is a Hybrid Entity under said Act, and El Dorado County, a health care provider as defined in HIPAA (Title 45 C.F.R. Section 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of 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. Section 164.502(e)(1)(ii)(A), Shasta County and El Dorado County are not required to enter into a separate business associate agreement. Although not presently required and 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 County: The parties hereto agree that El Dorado County, its 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 Shasta County. El Dorado County 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 County pursuant to the Agreement.

ARTICLE XI

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 XII

Assignment: This Agreement shall not be assigned by El Dorado County, either in whole or in part, without prior written consent of Shasta County. This Agreement and the terms and conditions hereof shall insure and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both El Dorado County and Shasta County are political subdivisions of the State of California. As such, both are 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 Shasta County's and El Dorado County'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 Shasta County and El Dorado County 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 Shasta County's or El Dorado County'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 XIV

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 in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

B. Ceasing Performance: Shasta County or El Dorado County 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: Shasta County or El Dorado County 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, Shasta County will pay for

satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado County, and for such other services, which Shasta County may agree to in writing as necessary for contract resolution. In no event, however, shall Shasta County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, El Dorado County 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, Shasta County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XV

Change of Address: In the event of a change in address for Shasta County's principal place of business, Shasta County's Agent for Service of Process, or Notices to Shasta County, Shasta County shall notify El Dorado 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 El Dorado County 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.

ARTICLE XVI

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 County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as El Dorado County directs. Notices to Shasta County shall be addressed as follows:

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY
P. O. BOX 496005
REDDING, CA 96001
ATTN: DIRECTOR

Or to such other location as Shasta County directs.

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ARTICLE XVII

Indemnity: Shasta 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 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. It is the intention of El Dorado County and Shasta 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 County and Shasta 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 XVIII

Insurance: El Dorado County is covered for its general liability, automobile liability, property, workers' compensation, and errors and omissions liability through a self-insurance program, in conjunction with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to Shasta County upon request.

ARTICLE XIX

Administrator: The County of El Dorado Officer or employee with responsibility for administering this Agreement is Cheree Haffner, Manager of Mental Health Programs, Health and Human Services Agency, Mental Health Division, or successor.

ARTICLE XX

Agreement Approval: This Agreement shall be null and void in its entirety if disapproved by the State Department of Health Care Services.

ARTICLE XXI

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

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ARTICLE XXII

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: _____
Cheree Haffner
Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 028-F1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- SHASTA COUNTY --

COUNTY OF SHASTA
A Political Subdivision of the State of California

By: _____
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Dated: _____

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Dated: _____

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL:

By: _____
Senior Deputy County Counsel

By: _____

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