

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
March 6, 2007**

AGENDA TITLE: Agreement #667-S0611 with Mono County

DEPARTMENT: Mental Health

DEPT SIGNOFF:

CAO USE ONLY: 2/21

CONTACT: John Bachman

DATE: 2/13/2007

PHONE: 621-5106

John Bachman

C. Laura Schwartz

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Mental Health Department requests the Board approve and authorize the Chairman to sign Agreement #667-S0611 with Mono County. Mono County utilizes El Dorado County's Psychiatric Health Facility on a fee-for-service basis. The term of this Agreement is two years from date of execution.

CAO RECOMMENDATIONS: *Recommend approve*

Laura A. Hill
2/21/07

Financial impact? Yes () No

Funding Source: () Gen Fund Other

BUDGET SUMMARY:

Other: Mono County

Total Est. Cost	\$48,000.00
Funding	
Budgeted	\$48,000.00
New Funding	_____
Savings*	_____
Other	_____
Total Funding	\$48,000.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required () Yes (No)

Change in Policy () Yes (No)

New Personnel () Yes (No)

CONCURRENCES:

Risk Management

County Counsel

Other _____

***Explain** \$24,000 is included in the FY 06-07 budget and \$24,000 will be requested in the FY 07-08 budget

BOARD ACTIONS:

Vote: Unanimous _____ Or _____

Ayes: _____

Noes: _____

Abstentions: _____

Absent: _____

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

EL DORADO COUNTY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATIVE OFFICE



February 13, 2007

John Bachman, Director
Christine Kondo-Lister, Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement #667-S0611 with Mono County

RECOMMENDATIONS: The Mental Health Department is recommending the Board approve and authorize the Chairman to sign Agreement #667-S0611 with Mono County for a term of two years from the date of execution.

BACKGROUND: Like many other Northern California counties, Mono County utilizes El Dorado County's Psychiatric Health Facility on a fee-for-service basis. The payment received for the services provided covers 100% of El Dorado County's costs.

REASONS FOR RECOMMENDATIONS: Although this contract is not retroactive because it is effective upon execution, it is being presented to the Board at this time because the original contract that was approved by County Counsel and Risk Management and signed by the Mental Health Director was never returned to us by Mono County. The Mono County Board of Supervisors approved this contract in June 2006, but failed to return the original to us for our Board's approval. When a routine inspection of our contracts showed this one as not yet executed, we requested a new set of original signatures from Mono County that were received here on February 6, 2007.

County Counsel and Risk Management have approved this Agreement and a copy is on file in the Board Clerk's Office.

The County officer or employee with responsibility for administering this Agreement is Thomas Michaelson, Department Analyst, Department of Mental Health.

FISCAL IMPACT: The total amount of this two-year revenue generating agreement is \$48,000. Half of this amount was budgeted in FY 06-07 and the other half has been budgeted in FY 07-08.

ACTION TO BE TAKEN FOLLOWING APPROVAL: The Board Clerk's Office will forward the executed agreement to the contract administrator. The contract administrator will forward an original copy of the agreement to Mono County.

Respectfully submitted,

A handwritten signature in black ink that reads "John Bachman". The signature is written in a cursive style with a horizontal line underneath the name.

John Bachman

Director

AGREEMENT #667-S0611

THIS AGREEMENT, made and entered into between Mono County, hereinafter called "COUNTY" and El Dorado County, Department of Mental Health, which operates a Psychiatric Health Facility hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, in accordance with the current Mental Health legislation, COUNTY has been charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, CONTRACTOR has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance for mentally disordered persons,

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. Description of Services: CONTRACTOR shall provide psychiatric inpatient services to residents of COUNTY over the age of eighteen (18) who are eligible for Mental Health Services under the California Community Mental Health Services Law, in adherence with Title XIX of the SS Act, 42 USC in conformance with all applicable federal and state statutes. Services will be provided, with prior authorization by COUNTY, to eligible persons who may be either on voluntary or involuntary status. The length of stay of each mentally disordered person shall be determined by the CONTRACTOR's professional staff. CONTRACTOR may, but is not required to, provide necessary emergency and non-elective ancillary medical services as part of the inpatient treatment services.

All persons referred for admission to CONTRACTOR's facility will be medically cleared for admission to a non-medical facility prior to admission to CONTRACTOR's facility. This medical clearance will be provided directly or indirectly and payment arranged or provided by COUNTY. Criteria and requirements for medical clearance will be determined by CONTRACTOR. All transportation costs to and from CONTRACTOR's facility for medical care and clearance are the responsibility of COUNTY.

CONTRACTOR shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

If services required by COUNTY patients exceed CONTRACTOR's capabilities, CONTRACTOR may utilize other facilities as mutually agreed upon by the Director of Mental Health of COUNTY and CONTRACTOR. 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 COUNTY to maintain adequate aftercare services, such that efficient referral to these services may be made part of discharge planning of patients, including transportation, if necessary.

COUNTY will be responsible for aftercare and placement of all patients (LPS and non-LPS) (Lanterman-Petris-Short Act) covered by this Agreement upon their discharge from CONTRACTOR's facility or any subsequent placement facility.

COUNTY staff will work with CONTRACTOR's staff prior to a client's discharge to effect an appropriate placement of clients discharged from the CONTRACTOR's facility. It is understood and agreed that only mentally disordered persons are to be admitted pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of CONTRACTOR, are specifically excluded herefrom.

2. Directions and Supervision: Such services shall be provided by CONTRACTOR for COUNTY patients under the general supervision of the COUNTY Mental Health Department Director or his/her designee.

3. Patient Eligibility: 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 Directors of Mental Health. It is the responsibility of CONTRACTOR to assure that the inpatient psychiatric services rendered to patients admitted to the CONTRACTOR's facility are consistent with state and federal laws. Documentation of services provided by CONTRACTOR for each patient of COUNTY shall be available for review by COUNTY upon request. Residency in COUNTY will be basic requirement for eligibility for these services. Transients referred by COUNTY in an emergency or involuntary status may also be serviced through this Agreement.

4. Payments: In consideration for CONTRACTOR providing inpatient psychiatric services to COUNTY'S patients pursuant to this Agreement, COUNTY shall pay CONTRACTOR at the rate of \$560.00 per patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: medications, psychiatrist's time, laboratory work and court costs. CONTRACTOR will bill the patient's insurance when applicable and apply such insurance payments to COUNTY cost. For patients who are COUNTY Medi-Cal beneficiaries, the COUNTY will be charged the SCHEDULE OF MAXIMUM ALLOWANCES (SMA) rate less a credit for payment due from Medi-Cal FFP.

In addition, COUNTY shall reimburse CONTRACTOR for transportation costs incurred by CONTRACTOR in implementing a discharge plan authorized by COUNTY. In consideration for CONTRACTOR's providing transportation for COUNTY patients, COUNTY shall pay CONTRACTOR \$14.00 per hour/per driver and \$0.445 per mile up to a maximum of \$750.00 during the term of the Agreement.

If it is determined, either before or after admission to CONTRACTOR's facility, that the patient has Medi-Cal eligibility in another County, it is the responsibility of the COUNTY to notify the County of financial responsibility that one of their Medi-Cal beneficiaries has been admitted to the CONTRACTOR's facility. It is also the responsibility of the COUNTY to provide documentation of this Agreement to the CONTRACTOR, who will then bill the County of responsibility, or other insurance when applicable, for reimbursement.

Regardless of a patient's County Medi-Cal eligibility or other insurance, the COUNTY is responsible for payment in full for CONTRACTOR's services.

The CONTRACTOR will not bill a patient directly for any services, such as unmet share of cost, deductibles, etc.

There is no administrative day rate. Payment is due from COUNTY for each day of inpatient psychiatric service, excluding day of discharge.

CONTRACTOR understands and accepts that patients are encouraged and permitted to sign in as a **voluntary** commitment when possible pursuant to W&I 5250(c).

5. Cost Limitations and Term: This Agreement shall become effective upon execution by both parties hereto and shall expire two (2) years from date thereof. The maximum amount payable under this Agreement is \$48,000.00 for the two (2) year period.

6. Admissions Procedure: CONTRACTOR agrees that only those patients which COUNTY specifically refers to CONTRACTOR for said program shall receive services. COUNTY's request for admission constitutes authorization.

7. Coordination of Care: COUNTY and CONTRACTOR agree that both of their clinical staff's 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 patient information as a unitary treatment program. COUNTY agrees to facilitate timely placement for patients ready for discharge.

8. Applicable Records: CONTRACTOR shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each COUNTY patient served, including intake information and a record of services provided by CONTRACTOR 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 Mental Health, including records of interviews and progress notes. CONTRACTOR 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 COUNTY Mental Health Department and the State Department of Mental Health in a form specified by either. All records shall be available for inspection by the Auditors of COUNTY or the State Department of Mental Health at reasonable times during normal business hours. CONTRACTOR agrees to extend to the COUNTY Mental Health Department Director or his/her designee the right to review and investigate all records, program, or written procedures relating to COUNTY patients at any reasonable time; CONTRACTOR agrees to provide the COUNTY Mental Health Department data in a timely fashion as directed and as specified by COUNTY Mental Health Department.

9. Agreement Approval: This Agreement shall be null and void in its entirety if disapproved by the State Department of Mental Health or the Local Health Authorities.

10. Status of Contractor: The parties hereto agree that CONTRACTOR, 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 officer of employees or agents of COUNTY. The CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the Mental Health services to be provided by CONTRACTOR pursuant to the Agreement.

11. Indemnity: 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. CONTRACTOR 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 CONTRACTOR and COUNTY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective offices, employees and agents. It is also the intention of CONTRACTOR and 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 within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

12. Insurance: CONTRACTOR is covered for its general liability, automobile liability, property, and workers' compensation 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 COUNTY upon request.

13. Certificate of Nondiscrimination: CONTRACTOR certifies that they do not employ discriminatory practices in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, color, sex, religion, national origin, ancestry, handicap, physical or mental status.

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

15. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both CONTRACTOR and 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 COUNTY'S and CONTRACTOR'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 COUNTY and CONTRACTOR 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 COUNTY'S or CONTRACTOR'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.

16. 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 the Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

B. Ceasing Performance:

COUNTY or CONTRACTOR 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:

COUNTY or CONTRACTOR may terminate this Agreement in whole or in part seven(7) calendar days upon written notice by either for any reason. 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. 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.

17. 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 registered. Notices to CONTRACTOR shall be addressed as follows:

Mr. Thomas Michaelson, Department Analyst
El Dorado County Department of Mental Health
344 Placerville Drive, Suite 20
Placerville, CA 95667

or to such other location as the CONTRACTOR directs.

Notices to COUNTY shall be addressed as follows:

Ann Gimpel, Mental Health Director
Mono County
P.O. Box 2619
Mammoth Lakes, CA 93546

or to such other location as the COUNTY directs.

18. Rules and Laws: CONTRACTOR and COUNTY agree that both are bound in the accomplishment of this Agreement by provisions of the Bronzan Bill, Title 9 of the California Administrative Code, regulations of the State Department of Mental Health, as amended, Local Mental Health Authority and other applicable laws, regulations and policies governing the provisions of public Mental Health services, CONTRACTOR and COUNTY agree to maintain the confidentiality of patient information and records as provided by applicable law; notwithstanding, professional records and COUNTY patient information shall be interchangeable between CONTRACTOR and COUNTY to establish and support a high level of clinical services and continuity of care and aftercare services.

The employee designated to administer this agreement for the El Dorado County Mental Health Department is Tom Michaelson, Department Analyst.

19. Confidentiality: The CONTRACTOR 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. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the COUNTY, except when subpoenaed 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 finder or voice print or a photograph.

20. HIPAA Compliance: CONTRACTOR shall maintain the confidentiality of information pertaining to persons referred to CONTRACTOR by COUNTY, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act and subsequent amendments relating to protected health information, and with respect to any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section. CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

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

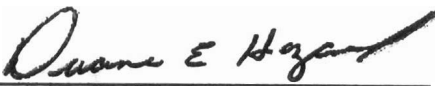
MONO COUNTY:

Dated: 1/26/07

Dated: 1/29/07



Ann Gimpel, Director
Mental Health Department



Chairman
Board of Supervisors

APPROVED AS TO FORM:



COUNTY COUNSEL

EL DORADO COUNTY:

Dated: 3-20-06

Dated: 4/3/06

T. P. Michaelson

**Thomas Michaelson, Contract Administrator
Mental Health Department**

Barry Wasserman

**Barry Wasserman, Interim Director
Mental Health Department**

Dated: _____

Chairman, Board of Supervisors

**ATTEST:
Cindy Keck, Clerk of the Board of Supervisors**

By: _____
Deputy Clerk

Dated: _____