

AGREEMENT FOR SERVICES 047-S1511
Use of County of El Dorado Psychiatric Health Facility

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

RECITALS

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

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

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

ARTICLE I

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

A. Dedicated Bed Usage and Availability Commitment:

1. For the term of this Agreement, the County of El Dorado herein commits to reserving and maintaining in their bed inventory, one (1) bed for the sole use (“dedicated bed”) of the County of Nevada.
2. In return, the County of Nevada herein commits to reimbursing the County of El Dorado for said dedicated bed as further detailed in the Article herein titled “Compensation.”

B. Non-Dedicated Bed Usage and Availability:

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

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 Nevada. County of El Dorado shall promptly notify the County of Nevada if necessary medical emergency services are required.

A. Direction and Supervision:

1. Such services shall be provided by the County of El Dorado for Clients under the general supervision of the County of Nevada Director or their designee.

B. Client Eligibility:

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. All persons referred for admission to County of El Dorado's facility shall be medically cleared for admission to a non-medical facility prior to admission to County of El Dorado's facility. This medical clearance shall be provided directly or indirectly, and payment arranged or provided by the County of Nevada. Criteria and requirements for medical clearance will be determined by County of El Dorado.
3. 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 the County of Nevada Health and Human Services Agency Director, or his/her designee.

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 County of El Dorado's facility. As authorized by W&I Section 5150, County of El Dorado designates the County of Nevada's Behavioral Health Department clinical staff to conduct that assessment. County of El Dorado agrees that only those Clients whom the County of Nevada refers to County of El Dorado for said program shall receive services, and that the County of Nevada shall not be required to pay for services until authorization for those services has been given by the County of Nevada. The County of Nevada agrees to cooperate with the

admission of the County of Nevada's Clients to County of El Dorado's facility. The County of Nevada residents presenting for crisis evaluation in County of El Dorado and detained pursuant to W&I Section 5150 may be admitted by County of El Dorado to County of El Dorado's facility. Upon notification and confirmation of residency in the County of Nevada, the County of Nevada shall authorize admission and payment consistent with the terms of this agreement. Alternatively, the County of Nevada may arrange for transfer to another treatment facility.

- E. Coordination of Care: The County of Nevada and County of El Dorado 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. The County of Nevada agrees to facilitate timely placement for Clients ready for discharge.
- F. Aftercare and Discharge:
1. 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 the County of Nevada 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.
 2. The County of Nevada will be responsible for aftercare and placement of all Clients covered by this agreement upon their discharge from County of El Dorado's facility or any subsequent placement facility.
 3. The County of Nevada staff will work with County of El Dorado's staff prior to a Client's discharge to effect an appropriate placement; however, it is the County of Nevada's responsibility to assure appropriate aftercare treatment and placement of Clients discharged from County of El Dorado's facility.
- G. Documentation: Documentation of services provided by County of El Dorado for each Client of the County of Nevada shall be available for review by the County of Nevada upon request.
- H. Transportation Costs: All transportation of Clients to and from County of El Dorado's psychiatric health facility is the responsibility of the County of Nevada. In the event the County of Nevada cannot provide transportation, they may request assistance from County of El Dorado's Mental Health Division. County of El Dorado 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 and shall cover the period of July 1, 2014 through June 30, 2017, unless the Agreement is terminated by either party in accordance with the Article titled "Default, Termination, and Cancellation" herein below.

ARTICLE III

Compensation:

- A. Dedicated Bed Availability Commitment Rate: The County of Nevada shall pay County of El Dorado the County Published Rate, plus 15% administrative cost rounded up to the nearest whole dollar, for the availability commitment of one (1) bed at the County of El Dorado Psychiatric Health Facility. The rate shall be charged for the bed availability commitment regardless of occupancy.
- B. Non-Dedicated Bed Rate: The County of Nevada shall pay County of El Dorado the County Published Rate, plus 15% administrative cost rounded up to the nearest whole dollar.
- C. Rates for Services:
1. 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. County of El Dorado may change the County of El Dorado Published rate at any time during the term of this Agreement after a publicly noticed hearing. County of El Dorado will give the County of Nevada ten (10) days' notice of any hearing at which a rate change is proposed. County of El Dorado shall notify the County of Nevada 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.
 2. 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 the County of Nevada for each day of inpatient psychiatric service, including the day of admission, excluding the day of discharge.
 3. In the event County of El Dorado agrees to provide transportation for Clients, the County of Nevada shall reimburse County of El Dorado 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.
- D. Client Billing:
1. County of El Dorado will bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed.
 2. The County of Nevada will be charged the contracted rate less a credit for anticipated payments due to County of El Dorado 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 the County of Nevada at the contracted rate.
 4. Any credit provided to the County of Nevada for billing per section B. "Client Billing" item 1 herein that is subsequently disallowed shall be reimbursed by the County of Nevada to County of El Dorado.
 5. County of El Dorado shall provide supporting documentation as evidence of the current County Published Rate attached to each invoice.
- E. Payment: Payments to County of El Dorado shall be made within forty-five (45) days of receipt of invoice by the County of Nevada.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation for the term of this Agreement shall not exceed \$330,000 per fiscal year. Fiscal year shall be defined as July 1 through June 30 of the following year (July 1 through June 30). The maximum not-to-exceed amount for the term of this Agreement shall not exceed \$990,000.

ARTICLE V

Audit by California State Auditor: County of 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, County of 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: County of El Dorado shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each County of Nevada Client served, including intake information and a record of services provided by County of El Dorado 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. County of 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 the County of Nevada Health and Social Services Agency, 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 County of Nevada or the State Department of Health Care Services at reasonable times during normal business hours. County of El Dorado agrees to extend to County of Nevada Health and Social Services Agency Director, or their designee, the right to review and investigate all records, program, or written procedures relating to County of Nevada Clients at any reasonable time; County of El Dorado agrees to provide County of Nevada Health and Social Services Agency data in a timely fashion as directed and as specified by the County of Nevada.

ARTICLE VII

Rules and Laws: County of El Dorado and the County of Nevada 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. County of El Dorado and the County

of Nevada agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and the County of Nevada Client information shall be interchangeable between County of El Dorado and the County of Nevada to establish and support a high level of clinical services and continuity of care and aftercare services.

ARTICLE VIII

Confidentiality: County of El Dorado 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. County of El Dorado shall not use such information for any purpose other than carrying out County of El Dorado's obligations under this Agreement. County of El Dorado shall promptly transmit to the County of Nevada all requests including any subpoenas issued for disclosure of such information not emanating from the Client. County of 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 the County of Nevada, 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 County of El Dorado receives any individually identifiable health information ("Protected Health Information" or "PHI") from the County of Nevada or creates or receives any PHI on behalf of the County of Nevada, County of El Dorado shall maintain the security and confidentiality of such PHI as required of the County of Nevada 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. The County of Nevada is a Hybrid Entity under said Act, and County of El Dorado, 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), the County of Nevada and County of El Dorado 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 County of El Dorado: The parties hereto agree that County of El Dorado, 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 the County of Nevada. County of El Dorado 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 County of El Dorado 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 County of El Dorado, either in whole or in part, without prior written consent of the County of Nevada. 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 County of El Dorado and the County of Nevada 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 the County of Nevada's and County of 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 the County of Nevada and County of 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 the County of Nevada's or County of 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 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:** The County of Nevada or County of 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:** The County of Nevada or County of 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, the County of Nevada will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to County of El Dorado, and for such other services, which the County of Nevada may agree to in writing as necessary for contract resolution. In no event, however, shall the County of Nevada be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, County of 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, the County of Nevada 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 the County of Nevada's principal place of business, the County of Nevada's Agent for Service of Process, or Notices to the County of Nevada, the County of Nevada shall notify County of El Dorado 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 of 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.

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 County of 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

Or to such other location as County of El Dorado directs.

Notices to the County of Nevada shall be addressed as follows:

COUNTY OF NEVADA
HEALTH AND HUMAN SERVICES AGENCY
950 MAIDU AVENUE, PO BOX 1210
NEVADA CITY, CA 95959
ATTN: STEWART KNOX, DIRECTOR, OR SUCCESSOR

Or to such other location as the County of Nevada directs.

ARTICLE XVII

Indemnity: The County of Nevada shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. County of El Dorado 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 County of El Dorado and the County of Nevada 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 County of El Dorado and the County of Nevada 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: County of El Dorado 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 the County of Nevada 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, 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.

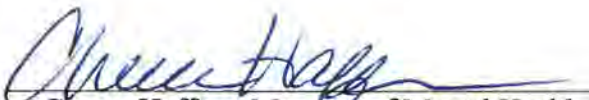
ARTICLE XXI

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.


ARTICLE XXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement for Services 047-S1511 between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5/7/14
Cheree Haffner, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5/29/14
Don Ashton, M.P.A., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services 047-S1511 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: _____
Deputy Clerk

Dated: _____

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-- COUNTY OF NEVADA --

COUNTY OF NEVADA
A Political Subdivision of the State of California

Dated: _____

By: _____
Nathan H. Beason, Chair
Board of Supervisors
"County of Nevada"

ATTEST:
Donna Landi
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

Approved as to Form:
Office of the County Counsel
County of Nevada

By: _____

Dated: _____

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