

ASSIGNMENT

DATE 3-16-07

Contract #: 665-S0710

ATTORNEY mac

CONTRACT ROUTING SHEET

DEPT./INDEX NO. D36100

BY: ym Date Prepared: 3/16/07

Need Date: \_\_\_\_\_

CONTRACTOR:

Name: Calaveras County  
Address: 891 Mountain Ranch Road  
San Andreas, CA 95249  
Phone: (209) 754-6516

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Dustin Bailey  
Phone #: 5833  
Department Head Signature: Bonnie H. Rich  
Bonnie H. Rich

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Provide psychiatric in-patient services to Calaveras County  
Contract Term: 2 year Contract Value: \$50,000.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 3/21/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Non-standard Agreement previously approved by Counsel.  
see memo.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 3/21/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**AGREEMENT #665-S0711**

THIS AGREEMENT, made and entered into between Calaveras 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 \$580.00 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 \$0.485 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 its Medi-Cal beneficiaries has been admitted to the CONTRACTOR'S facility. It is also the responsibility of the COUNTY to provide documentation of this authorization from the responsible County to the CONTRACTOR, who

will then bill the County of responsibility, or the other insurance when applicable, for reimbursement.

Unless COUNTY has provided CONTRACTOR with documentation of the authorization from another responsible County, COUNTY is responsible for the payment in full for CONTRACTOR'S services regardless of a patient's County Medi-Cal eligibility or other insurance.

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.

COUNTY 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:** The term of this Agreement shall commence on July 1, 2007 and shall expire June 30, 2009. The maximum amount payable under this Agreement is \$50,000.00 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:

Marlene Hensley, PHF Program Manager  
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:

Tom Mitchell, Chief Administrative Officer  
Calaveras County  
Government Center, Dept. 52  
891 Mountain Ranch Road  
San Andreas, CA 95249

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 Jennifer Hayworth, 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 agrees, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of subsequent amendments relating to protected health information, as well as 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.

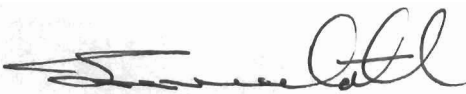
Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section. CONTRACTOR ensures that any subcontractors' agents receiving 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.

**CALAVERAS COUNTY:**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



\_\_\_\_\_  
**Tom Mitchell**  
**Chief Administrative Officer**

N/A

\_\_\_\_\_  
**Chairman**  
**Board of Supervisors**

**APPROVED AS TO FORM:**

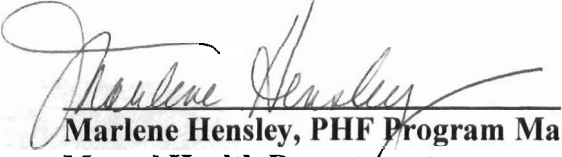
  
\_\_\_\_\_  
**COUNTY COUNSEL**




**EL DORADO COUNTY:**

Dated: 4-4-07

Dated: 4/6/07

  
Marlene Hensley, PHF Program Manager  
Mental Health Department

  
John Bachman, Ph.D., Director  
Mental Health Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
Cindy Keck, Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_