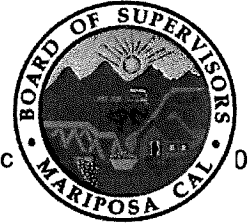




MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



RESOLUTION - ACTION REQUESTED 2015-407

MEETING: August 18, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Aurora Behavioral Health Care Inpatient Psychiatric Agreement with Behavioral Health

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Aurora Behavioral Health Care to provide inpatient psychiatric services for Mariposa County Behavioral Health in an amount not to exceed \$40,000, and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate psychiatric inpatient hospital facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current agreement for this facility was approved by the Board on December 16, 2014, by Resolution Number 2014-654.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:

This contract will continue to be paid within the Behavioral Health budget unit and does not affect the Mental Health Services Act corrective action plan. The cost will not exceed the daily rate of \$1,367.80 per client per day as stated in Exhibit A of the contract. There is no impact to the County General Fund.

ATTACHMENTS:

Aurora Behavioral contract & Exhibit A 2016 V4 (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Resolution - Action Requested 2015-407

Mary Hoelson

Mary Hoelson, CAO

8/13/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: John Carrier, District V Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

CONTRACT FOR SERVICES

This Contract made this 18th day of August, 2015 between:

COUNTY: MARIPOSA COUNTY
Human Services Department
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR: AURORA BEHAVIORAL HEALTHCARE - SANTA ROSA, LLC
1287 Fulton Rd.
Santa Rosa, CA 95401

ARTICLE 1. TERM OF CONTRACT

- 1.1 Contract Term: This Contract shall become effective as of July 1, 2015 and shall terminate on June 30, 2016 unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR
STATUS

- 2.1 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.
- 2.2 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.
- 2.3 Contract Management: Contractor shall report to the Behavioral Health Deputy Director who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY
CONTRACTOR

- 3.1 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County; however, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.2 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.3 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

- 4.1 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed. The total sum, not to exceed forty thousand dollars (\$40,000), to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

Total sum to be paid upon completion of

services. or

Incremental payments based on the following schedule:

Submitted invoices as per payment schedule on Exhibit "A".

- 4.2 Submission of Claims: Contractor shall submit detailed claims for all services being rendered from the Contractor to the County.
- 4.3 Date for Payment of Compensation: County will endeavor to make payment within 45 days of claims being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

- 4.4 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.1 Provision of Services. Contractor will render Contracted Services in accordance with the terms and conditions of this Contract, and shall be solely responsible for the quality of Contracted Services rendered.
- 5.2 Indemnification and Insurance: The parties shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the other party or its assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work.
- 5.3 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.4 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.2 and 5.3 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.5 Workers' Compensation: During the term of this Contract, Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents.
- 5.6 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.7 Records: Clinical records of each patient shall be the property of Contractor and shall be kept at least five (5) years or until audit findings are resolved. All such records shall be considered confidential in accordance with California Welfare and Institutions Code, Section 5328. California records shall contain sufficient detail to make possible an evaluation of the services provided to patients by the County Mental Health Director, or his designee, and shall be kept in accordance with applicable rules and regulations.
- 5.8 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or document evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.9 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.10 HIPAA Compliance: Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and 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 contract 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 contract agree to the same restrictions and conditions that apply to Contractor with respect to such information

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.1 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor's duties under this Contract.
- 6.2 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

- 7.1 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
 3. Violation of Scope of Work; Exhibit A: Sec II(c)
- 7.2 Termination Due to Material Breach: Should Contractor or County default in the performance of this Contract or materially breach any of its provisions, Contractor or County, at its option, may terminate this Contract by giving written notification to the breaching party. In the event that either party fails to cure a material breach of this Contract within sixty (60) days of receipt of written notice to cure from the other, the non-breaching party may terminate this Contract, effective as of the expiration of said sixty (60) day period. If the breach is cured within such sixty (60) day period, this Contract shall remain in full force and effect.
- 7.3 Voluntary Termination. This Contract may be terminated by mutual written agreement of the parties or by either party, upon at least one hundred eighty days (180) days prior written notice, effective at the end of the initial term or effective at the end of any renewal term, or as set forth in Section 7.4.
- 7.4 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.1 Notices: Any notices to be given hereunder by either party to the other may be effected

either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.2 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.3 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.4 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.5 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.6 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.7 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

Aurora Behavioral Healthcare -
Santa Rosa, LLC

COUNTY:

County of Mariposa

By: Kay E. Seim 7/28/15
Kay Seim, CEO (date)

By: Merlin Jones
Merlin Jones, Chair (date)
Mariposa County Board of Supervisors

KAY E. SEIM
(printed name)

APPROVED AS TO FORM:

By: Steven W. Dahlem
Steven W. Dahlem
County Counsel

Exhibit A

**Aurora Santa Rosa Hospital
2015/2016 Rate Schedule**

Without prior authorization or referral from Mariposa County Behavioral Health (MCBH), County will not assume financial responsibility for payment for any clients. Contractor will work with the MCBH Hospital Liaison to establish continued medical necessity for the hospital stay and will coordinate post hospital care for Mariposa County residents with MCBH.

The Medi-Cal reimbursable Psychiatric Inpatient Hospital Services for the FFS/MC hospitals include routine services as defined in Title 9, Chapter 11 of the California Code of Regulations, as well as all hospital-based ancillaries. Professional services (e.g. physician and psychologist costs) are excluded. This per diem rate is considered to be payment in full, subject to third party liability and patient share of cost.

Medi-Cal Beneficiaries

Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,149.54/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,173.00/Day
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,275.00/Day
Administrative Day Services	\$663.00/Day
Professional Fees-Psychiatry first day	\$127.50/Day
Professional Fees-Psychiatry subsequent days	\$92.80/Day

County Funded Clients, Non-Medi-Cal Beneficiaries, No other payor source available

Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (adult)	\$1,149.54/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,173.00/Day
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,275.00/Day
Administrative Day Services	\$663.00/Day
Professional Fees-Psychiatry first day	\$127.50/Day
Professional Fees-Psychiatry subsequent days	\$92.80/Day