

**BOARD OF SUPERVISORS**  
LASSEN COUNTY CALIFORNIA

**AGENDA REQUEST FORM**

**TODAY'S DATE: 06/28/2024**

Board Date: July 09, 2024	Agenda Item:
Dept.: Health & Social Services	Division or Title: Agreement between Lassen County and Butte County
Contact Person: Danielle Sanchez	Phone: 530-251-8128
<input type="checkbox"/> Regular Agenda	<input checked="" type="checkbox"/> Consent Agenda
<input type="checkbox"/> Time Certain:	Estimate Time (minutes):
<input type="checkbox"/> Public Hearing/Time:	<input type="checkbox"/> Publication/Posting Requirements
<input checked="" type="checkbox"/> Special Directions to Clerk (Below)	

**SUBJECT:**

Agreement between Lassen County Health and Social Services and County of Butte for Acute Psychiatric Inpatient Care for the term of July 1, 2024, to June 30 2025 with the Maximum Contract Amount not to exceed \$100,000.

**FISCAL IMPACT:**

The Agreement will be paid out of the following funds and budgets: Mental Health 110/0751 and Mental Health Services Act 164/0752.

**ACTION REQUESTED:**

1) Approve the Agreement with the Butte County; and 2) Authorize the County Administrative Officer to execute the agreement.

**COMMENTS:**

**SPECIAL INSTRUCTIONS TO CLERK:** Please forward two original signed contracts and a Minute Order to Danielle Sanchez in the Health and Social Services Administrative Office.



# LASSEN COUNTY

## Health and Social Services Department

- ☐ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☒ **Housing and Grants Division**  
1410 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112  
  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- ☐ **Patients' Rights Advocate**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8322
- ☐ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Community Social Services**  
336 Alexander Avenue  
Susanville, CA 96130  
  
**LassenWORKS**  
**Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277  
  
**Adult Services**  
PO Box 429  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530) 251-2614

**Date:** July 09, 2024

**To:** Aaron Albaugh, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Agency Director  
Health & Social Services Agency

**Subject:**  
Agreement between Lassen County Health and Social Services and County of Butte for Acute Psychiatric Inpatient Care for the term of July 1, 2024, to June 30 2025 with the Maximum Contract Amount not to exceed \$100,000.

**Background:**  
The Agreement will provide Lassen County to a contract with Butte County for hospital-based psychiatric inpatient services in accordance with the California Mental Health Services Act (MHSA).

**Fiscal Impact:**  
The Agreement will be paid out of the following funds and budgets:  
Mental Health 110/0751 and Mental Health Services Act 164/0752

**Action Requested:**  
1) Approve the Agreement with the County of Butte; and 2) Authorize the County Administrative Officer to execute the agreement.

**REVENUE AGREEMENT  
BETWEEN  
COUNTY OF LASSEN  
AND  
COUNTY OF BUTTE  
FOR ACUTE PSYCHIATRIC INPATIENT CARE  
FISCAL YEAR 2024-2025**

This Agreement is made and entered into by and between County of **LASSEN**, a political subdivision of the State of California, through its **LASSEN** County Mental Health Services, hereinafter referred to as **LASSEN** and County of **BUTTE**, a political subdivision of the State of California, through its **BUTTE** County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively referred to as PARTIES and singularly as PARTY.

**RECITALS**

**LASSEN** seeks to extend to residents of **LASSEN** County certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

**LASSEN** believes it is in the best interest of the people of **LASSEN** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **LASSEN** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **LASSEN**'s obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (SDHCS).

**AGREEMENT**

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **LASSEN** agree as follows.

**A. SERVICES:**

**1. Applicable Laws:**

**BUTTE** shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 W&I, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, SDHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statutes or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

**2. Direction and Supervision:**

The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Director of **BUTTE**. The Director of **BUTTE** or his designee shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **LASSEN** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE**'s Psychiatric Health Facility (PHF).

**3. Admission Procedures:**

**BUTTE** is authorized to admit psychiatric clients who are residents of **LASSEN**, without prior authorization from **LASSEN**, when those beneficiaries of **LASSEN** meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from **LASSEN** shall follow all applicable concurrent review authorization processes and procedures as identified in **BUTTE** County Policy and with SDHCS regulations, for **LASSEN** beneficiaries placed at the PHF. All admissions shall be for clients of **LASSEN** who meet the accepted standards of medically necessary treatment. **LASSEN** shall utilize the PHF as a placement of last resort.

**4. Admission Policy:**

**BUTTE**'s admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with SDHCS and EMTALA regulations.

**5. Description of Services:**

- a. **BUTTE** agrees to provide acute psychiatric inpatient care to clients referred by **LASSEN**. These clients shall be referred by **LASSEN** utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **LASSEN**. These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **LASSEN** shall conduct any necessary Court proceedings in regard to Conservatorships in **LASSEN** County.
- b. **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq., 5260 et seq., or 5270 et seq. and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **LASSEN** in line with PHF policy and procedures, if any continued holds are anticipated. **LASSEN** may request copies of any PHF Policies at any time.
- c. **BUTTE** shall designate PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq.
- d. **BUTTE** shall inform the client of the complaint and grievance policy of the **BUTTE**

County Mental Health Plan and notify **LASSEN**, in a timely manner, of any grievance filed by a client of **LASSEN**. Notifications shall be made in partnership with the **BUTTE** County Patient's Rights Advocate and/or Beneficiary Protections Designee. **LASSEN** shall provide all applicable access to **LASSEN** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **LASSEN** Beneficiaries receiving services at PHF.

- e. **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.
  - f. **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 United States Code (USC) and all applicable Federal and State statutes and regulations.
- 6. Quality of Care:**  
As expressed conditions precedent to requiring **LASSEN's** payment obligation under the terms of agreement, **BUTTE** shall:
- a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq., and Sections 14680 et seq.
  - b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.
  - c. Not discriminate against Medi-Cal or **LASSEN's** Short-Doyle designated beneficiaries in any manner, including admission practices.
  - d. **LASSEN** shall upon referral to the PHF, identify and provide **BUTTE** with current contact information for staff available seven (7) days per week to proactively engage in discharge planning and continuity of care coordination to ensure that all **LASSEN** beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.
  - e. **LASSEN** shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **LASSEN** beneficiary is receiving services at the PHF.
- 7. Level of Care:**  
**LASSEN** shall make every effort to determine if the **LASSEN** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **LASSEN** shall make all efforts to coordinate with the **BUTTE** Hospitalization Team and as applicable to the beneficiary's placement.
- 8. Referral Procedure:**  
a. **LASSEN** shall provide such information as shall be required to provide adequate care

for the client prior to referral of each client. This information shall include, but not be limited to, client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

- b. Prior to referral of any client to the PHF, **LASSEN** shall have a medical clearance evaluation made of each client in line with SDHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is required, it shall be arranged by **LASSEN**. When a client is to be transferred to the PHF with a medical problem which, in **LASSEN**'s determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the beneficiary can be managed at the PHF unit. **LASSEN** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral.
- c. **LASSEN** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by **LASSEN**, the PHF shall be designated by **LASSEN** to be able to write 5150's for **LASSEN** clients. **LASSEN** shall provide transportation of all placements of **LASSEN** to and from Butte County and/or other placement facilities.
- d. **LASSEN**, before transporting a client to the PHF, shall ensure there is an agreed upon Estimated Time of Arrival (ETA) with the PHF and shall ensure that the beneficiary has been accepted for admission. **LASSEN** shall submit all referral packets containing the aforementioned clinical information to the **BUTTE** County Hospitalization Team and request review by the PHF.
- e. **LASSEN** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **LASSEN** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.
- f. Third Party Revenue: **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;
  - 1. **LASSEN** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if **LASSEN** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq., **LASSEN** shall mail documents to the PHF by Express Mail (or similar service) within 24-hours of admission.
  - 2. Financial documents to accompany the client shall include the **BUTTE** Payor

Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes, from **LASSEN's** clients; however, if **BUTTE** is unsuccessful, then it is understood that **LASSEN** shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.
  - g. **LASSEN** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq. **LASSEN** shall respond to the PHF within four (4) hours of initial contact by the PHF.
9. **On-Call Crisis Number (for LASSEN County): 1.888.530.8688**
- All admissions are contingent upon bed availability with **BUTTE** residents being given admission priority. (**BUTTE** reserves the right to refuse any referral.)

**10. Transportation and Client Preparation:**

Transportation from **LASSEN** to the PHF and, upon discharge from the PHF to **LASSEN**, shall be the responsibility of and at the expense of **LASSEN**. All after-care arrangements shall be the responsibility of **LASSEN**. PHF shall advise **LASSEN** prior to discharge so that appropriate discharge planning can be carried out.

- a. **LASSEN** shall arrange for transportation of all clients back to **LASSEN** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250, 5260, 5270) period in which the PHF may legally retain those involuntary clients that **LASSEN** refers to the PHF. In the event **LASSEN** does not arrange transportation for said clients, **LASSEN** shall provide and identify alternative transportation for said clients to **LASSEN** at **LASSEN's** expense and said expenses shall not be included within the expense limitations set forth in Item C - Payments of this Agreement.
- b. In case of client discharge for cause (e.g., court order, certification hearing outcome, **LASSEN's** counsel recommendation, etc.) **LASSEN** shall arrange for all transportation back to **LASSEN** immediately.
- c. **LASSEN** shall be responsible to provide after-care arrangements and transportation for all **LASSEN** clients whether referred by **LASSEN** or directly admitted without prior authorization as stipulated in this agreement.

**B. TERM:**

**1. Term of Agreement:**

Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

### C. PAYMENTS:

#### 1. Rate of Pay:

- a. **LASSEN** shall pay **BUTTE** the difference between **BUTTE**'s current rate of **\$2306.61** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

**Rate Subject to Change:** The Fiscal Year 2024/2025 daily rate shall be determined after **BUTTE**'s annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. **LASSEN** shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

- b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services.

#### 2. Payment Limitation:

- a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **LASSEN** for inpatient and crisis psychiatric hospitalization services shall not exceed **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **LASSEN** in accordance with this Agreement.
- b. **BUTTE** shall invoice **LASSEN** in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. **LASSEN** shall remit payment to **BUTTE** within thirty (30) days of invoice date.
- c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or **BUTTE** or **LASSEN** auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

#### 3. Disapproval of Claims:

The validity of monthly payments to **BUTTE**, is subject to review by the State of California, SDHCS to ensure compliance with applicable laws and regulations. In the event any claim



is disapproved by the State, **BUTTE** shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between **BUTTE** and **LASSEN** that, with the exception of emergency admissions, **LASSEN** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care. Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which **BUTTE** agrees to consider are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

#### **D. REQUIREMENT PROVISIONS:**

##### **1. Nondiscrimination in Service, Benefits and Facilities:**

**BUTTE** shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or Advanced Rehabilitation and Conditioning (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

- a. Denying persons any service or benefit;
- b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;
- c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;
- d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or
- e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement.

##### **2. Confidentiality:**

Both **BUTTE** and **LASSEN** shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 Code of Federal Regulations (CFR), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County,

State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both **BUTTE** and **LASSEN** shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both **BUTTE** and **LASSEN** shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. **BUTTE** agrees not to release any record pertaining to any client of **LASSEN** without the written approval of the **LASSEN** County Department of Mental Health Director.

**3. Conformance with Federal Regulations:**

**BUTTE** stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

**4. Client Medical Records:**

**BUTTE** shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by **BUTTE**'s personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

**5. Client Financial Records:**

All client financial records shall be available for inspection and audit by the designated auditor of **LASSEN** or the SDHCS at a reasonable time during normal business hours.

**6. Records Retention:**

All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and **BUTTE**'s outside auditors, and regular and special reports from **BUTTE**.

**BUTTE** may at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, Compact Disc Read-Only Memory (CD ROM), Digital Video Disc (DVD), or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

**7. Right to Inspect:**

At reasonable times during normal business hours, SDHCS, the **LASSEN** County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. **LASSEN** shall also have the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement

**E. GENERAL PROVISIONS:**

**1. Client Grievance Process:**

Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE**'s complaint and grievance policy. At the PHF, **BUTTE** shall make available information on **LASSEN**'s complaint/grievance resolution forms to **LASSEN** beneficiaries. Any grievance filed by a client of **LASSEN** shall be brought to the attention of the **LASSEN** County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). **LASSEN** shall be responsible for supplying **BUTTE** with **LASSEN**'s complaint/grievance information.

**2. Patients' Rights/Clients' Rights:**

**BUTTE** shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325.1. Complaints by beneficiaries with regard to substandard conditions may be investigated by **LASSEN**'s Patients' Rights Advocate or Beneficiary Protections Designee, County, SDHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

**3. Legal Requirements:**

In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal., 2001, CV 98-4181 AHM (AlJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives. It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times.

**4. Indemnification:**

- a. **BUTTE** shall indemnify, defend, and hold harmless **LASSEN**, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any

way from **BUTTE's** acts or omissions while performing under this Agreement. **BUTTE's** obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **LASSEN's** and **BUTTE's** elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **LASSEN's** and **BUTTE's** real and personal property.)

- b. **LASSEN** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **LASSEN's** acts or omissions while performing under this Agreement. **LASSEN's** obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting **BUTTE's** site.

**5. Insurance:**

- a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE's** own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars (\$1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. **BUTTE** shall provide notice of insurability to **LASSEN**, and provide **LASSEN** with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, **BUTTE** shall provide **LASSEN** with proof of insurance in the form required by **LASSEN**.
- b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

**6. Independent Contractor:**

The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

**7. Assignment:**

Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

**8. Successors:**

This Agreement shall bind the successors of **LASSEN** and **BUTTE** in the same manner as if they were expressly named.

**9. Notices:**

Notices shall be given to **BUTTE** and **LASSEN** at the following addresses:

**BUTTE:**

Facility:

Butte County Department of Behavioral Health  
Psychiatric Health Facility  
592 Rio Lindo Avenue  
Chico, CA 95926-1817

Kelly Marinello, Program Manager  
Email: [kmarinello@buttecounty.net](mailto:kmarinello@buttecounty.net)  
Telephone: 530.891.2775

County Contract Liaison:

Boris Ye  
Butte County Department of Behavioral Health  
3217 Cohasset Road  
Chico, CA 95973-5404  
Email: [boye@buttecounty.net](mailto:boye@buttecounty.net)  
Alternate Email: [DBH-ASDContracts@buttecounty.net](mailto:DBH-ASDContracts@buttecounty.net)  
Telephone: 530.552.4604

**LASSEN:**

LASSEN County Mental Health Services  
Barbara Longo, Director  
1345 Paul Bunyan Road Suite B  
P.O. Box 1180  
Susanville, CA 96130-3159  
Email: [blongo@co.lassen.ca.us](mailto:blongo@co.lassen.ca.us)  
Telephone: 530.251.8128

**10. Entire Agreement:**

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

**11. Amendment:**

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

**12. Applicable Law and Forum:**

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF **BUTTE**

COUNTY OF **LASSEN**

\_\_\_\_\_  
Scott Kennelly, LCSW, Director      Date  
Butte County Department of Behavioral Health

\_\_\_\_\_  
Richard Egan, CAO      Date  
Lassen County


\_\_\_\_\_  
Sarah MacArthur, Deputy Director      Date  
Department of General Services

\_\_\_\_\_  
Barbara Longo, Director      Date  
Health and Social Services

Approved as to form, Butte County  
Counsel by: Brad J. Stephens

Approved as to form, Lassen County  
Counsel by: AMANDA KURHAMBY  
Print Name

\_\_\_\_\_  
Date

 5/18/24  
Date

Reviewed for Contract Policy Compliance  
Department of General Services  
Contracts Division

\_\_\_\_\_  
By      Date

**Attachment 1**

**Butte Payor Financial Information/Insurance Authorization Form**

**Client Information** Check One:

☐

Mental Health

☐

Substance Use

Client Name {Last, First MI}	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client}		Primary Phone #
Family Address {Include City, State, Zip Code}		
Mailing Address {If Different from Family Address}		

**Policy Information**

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes

☐

No

Client Has Medicare: ☐ Yes

☐

No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name {Other than Client}	Insured SSN

**Financial Liability**

**Number of Persons (Family) Dependent on Income:**

Income Type: ☐ Self

☐

Spouse

☐

Other

Total Gross Monthly Income: \$

Responsible Persons Assets

Responsible Persons Monthly Expenses

Savings: \$

Court Ordered: \$

Bank Balances: \$

Child Care: \$

Market Value - Stocks: \$

Dependent Care: \$

Market Value - Bonds: \$

Medical: \$

Market Value - Mutual Funds: \$

Retirement Contribution: \$

Market Value - Other: \$

**DRUG MEDI-CAL:** Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

**ASSIGNMENT OF BENEFITS:** I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. I understand that I am financially responsible for charges not covered by this assignment.

**AUTHORIZATION TO RELEASE INFORMATION:** I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf

Date

<b>Butte County Department of Behavioral Health</b> <b>Payor Financial Information (PFI) Form - Version 1.1</b>	Client Number:
--------------------------------------------------------------------------------------------------------------------	----------------



## Attachment 2



### Department of Behavioral Health

3217 Cohasset Road  
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director  
Alcohol and Drug Administrator

[buttecounty.net/behavioralhealth](http://buttecounty.net/behavioralhealth)

### Butte County

#### Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to \$25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to \$125,000 per occurrence. Losses exceeding \$125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE's** self-insurance reserves to be adequately funded.