



LASSEN COUNTY

Health and Social Services Department

- ☒ **HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- ☐ **Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- ☐ **Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- ☐ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277
- Adult Services**
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158
- Family Solutions/Wraparound**
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Mailing Address:
PO Box 1180
Susanville, California 96130

Date: February 13, 2024

To: Aaron Albaugh, Chairman
Lassen County Board of Supervisors

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

Subject: Agreement between Lassen County and California Hearing Officers, LLP in the maximum amount of \$50,000.00 for the term of January 1, 2024 through December 31, 2024 to provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code §5250 et seq.

Background:

Prior to 1967, California's mental health system looked very different than it does now. Many more individuals with mental health disabilities lived in state hospitals and large facilities, often for long periods of their life. Then California passed the Lanterman-Petris-Short Act (Welfare and Institutions Code Sections 5000 et seq). Named after its authors, State Assemblyman Frank Lanterman and California State Senators Nicholas C. Petris and Alan Short, the LPS Act sought to, "end the inappropriate, indefinite, and involuntary commitment of persons with mental health disorders." It also established a right to prompt psychiatric evaluation and treatment, in some situations, and set out strict due process protections for mental health clients.

If the treating facility wants to hold the patient for longer than 72 hours, they have the right to a Certification Review Hearing. This contract will allow Lassen County to meet these requirements.

Fiscal Impact:

This Agreement will be paid out of Mental Health Fund/Budget 110/0751.

Action Requested:

- 1) Approve Agreement with California Hearing Officers, LLP; and 2) authorize the County Administrative Officer to execute the Amendment.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN LASSEN COUNTY, AND
CALIFORNIA HEARING OFFICERS, LLP
FOR HEARING OFFICER SERVICES**

This agreement is entered into between Lassen County Health and Social Services and California Hearing Officers, LLP ("Contractor"), for the purpose of providing Hearing Officers for administrative hearings (collectively, the "Parties" and Individually a "Party").

RECITALS

- A. Lassen County Health and Social Services, located at 555 Hospital Lane, Susanville, CA 96130.
- B. Upon the request of County, Contractor shall provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code §5250 *et seq.* The hearing officer shall hear and consider the evidence, prepare necessary findings and orders, and provide those orders to County at the conclusion of the hearing.
- C. Contractor shall cause hearing officers to provide those certification review hearings for patients involuntarily detained at Lassen Banner Medical emergency room.

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor shall cause an appropriately qualified hearing officer to provide certification review hearings for psychiatric patients involuntarily detained at Lassen Banner Medical emergency room (patients under the care of Lassen County Behavioral Health) pursuant to California Welfare & Institutions Code §5150. Contractor shall cause hearing officer to provide written findings to Lassen County as to whether probable cause exists to continue to detain a patient ("Services"). Such Services shall include the following: 1. Contractor shall cause hearing officer to conduct hearing sessions at times mutually agreed upon with County in accordance with all applicable Laws (as defined below), including without limitation California Welfare & Institutions Code §5250 *et seq.*, and 2. Contractor shall maintain appropriate documentation relating to all hearings conducted by a hearing officer.
- B. Contractor shall at all times during the term of this Agreement cause its hearing officers to have all appropriate license(s) to perform the Services, as may be required by applicable law, and to provide to County a copy of such current, valid license(s) upon request.
- C. Contractor shall conduct certification hearings via HIPAA-secured video conferencing or telephone.

Section 2. RESPONSIBILITIES OF LASSEN COUNTY.

County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement.

Section 3. COMPENSATION.

For services provided in this agreement from January 1, 2024, through December 31, 2024, County shall pay a \$2,000 monthly service charge for hearing officer services. In addition to the monthly service charge, Contractor shall charge County for the Services rendered under this Agreement at a rate of Three Hundred Dollars (\$300.00) per hour for hearing officers conducting hearings and issuing written decisions for the Services described in this Agreement. The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs. Contractor shall charge County a minimum of two (2) hours for each day a hearing is scheduled; additional time will be billed in 15-minute increments. Hearings canceled with less than 48 hours' notice will incur the two-hour minimum for that day. Hearings scheduled on a weekend, holiday, or outside office hours (before 9am, after 5pm) may be billed at twice our regular rate.

In no event shall the maximum amount payable under this agreement exceed \$50,000.00.

Any additional services not otherwise provided for herein shall not be provided by Contractor, or compensated by County, without written authorization by County. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor.

Section 4. BILLING AND PAYMENT.

Contractor shall submit to County after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice. Contractor shall submit invoices to the following email address: tarmstrong@co.lassen.ca.us and jross@co.lassen.ca.us.

In no event shall County refuse to pay any portion of the statement or invoice because of Contractor's ruling on any particular case.

Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor will have an opportunity to substantiate its billing before a final decision to disallow. If, however, any amount is disallowed, the Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence on January 1, 2024, and shall end December 31, 2024, and shall remain in full force and effect unless sooner terminated as provided herein.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to preside over a matter when requested by County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. In no event shall County terminate this agreement because of Contractor's ruling on any particular case.
- B. Without Cause. County or Contractor may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. County's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated. County shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. County's right to terminate this agreement may be exercised by the Agency Director of Health and Social Services.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. Contractor shall have a right to terminate this Agreement in the event of the County's material breach hereof; provided, however, the termination of the breach of this Agreement will not become effective unless and until the Contractor has given the County written notice of breach, which notice shall state the nature of said breach, and the County shall thereafter have a period of ten (10) days following the giving of said notice in which to remedy said default to the reasonable satisfaction of the Contractor.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS / APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a

substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and County, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the County Contracts Manual.

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document, and will be effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures delivered by email in PDF format or by fax will be effective.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

For professional services provided under this agreement, Contractor shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and

against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the reckless or willful misconduct of the professional services provided under this agreement.

Section 11. INSURANCE LIMITS.

Contractor shall maintain the following insurance policy limits of coverage:

- a) Comprehensive general liability insurance: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.
- b) Professional liability insurance: Not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis.
- c) Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance, or participate in a self-insurance plan approved by the State of California Department of Industrial Relations to cover employees of Contractor, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor will ensure that any non-employees hired by Contractor to perform services under this agreement also maintain continuously Workers' Compensation and Employer's Liability insurance. Each such policy shall contain, or be endorsed to contain, a waiver of subrogation against County, its agents, officers, officials, employees, and volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Sacramento County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual

orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq., and regulations and guidelines issued pursuant thereto.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure

such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Barbara Longo
Agency Director, Lassen County Health &
Social Services
1345 Paul Bunyan Rd. Ste B
P.O. Box 1145
Susanville, CA 96130

If to Contractor: Kamardeep Athwal
California Hearing Officers, LLP
8801 Folsom Boulevard, Suite 220
Sacramento, CA 95826

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or local ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 25. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR

Dated: _____

By: Kamandeep Athwal
Deep Athwal
Managing Partner
California Hearing Officers, LLP

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 1/30/24

By: 