



# LASSEN COUNTY

## Health and Social Services Department

- ☒ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☐ **Grant and Loans Division**  
1400 Chestnut Street, Ste. C  
Susanville, CA 96130  
(530) 251-8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112
- Brashear Annex**  
700 Brashear 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**  
1400 Chestnut Street, Ste A  
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  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530) 251-2614

**Date:** May 16, 2023

**To:** Gary Bridges, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health and Social Services

**Subject:** Agreement between Lassen County Health and Social Services and County of Butte for Acute Psychiatric Inpatient Care.

### Background:

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

### Fiscal Impact:

There is no impact to the County General Fund. 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 Agreement with County of Butte; and 2) Authorize the CAO to execute the agreement.



**REVENUE AGREEMENT  
BETWEEN  
COUNTY OF LASSEN  
AND  
COUNTY OF BUTTE  
FOR ACUTE PSYCHIATRIC INPATIENT CARE  
FISCAL YEAR 2023-2024**

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 PARTIES and singularly 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 (WIC) 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 (DHCS).

**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 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, 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 must follow all applicable concurrent review authorization processes and procedures as identified in BUTTE County Policy and with DHCS regulations, for LASSEN beneficiaries placed at the Butte County Psychiatric Health Facility (PHF). All admissions shall be for clients of LASSEN who meet the accepted standards of medically necessary treatment. LASSEN shall utilize Butte County 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. The Butte County PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

**5. Description of Services:**

- a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by LASSEN. These clients must 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 Section 5150 WIC, 14-day Certification under Section 5250 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by LASSEN. These services shall be provided in the Butte County 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 Sections 5250 WIC, et seq., 5260 WIC, et seq., or 5270 WIC, 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 Butte County PHF Policies at any time.
- c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under WIC 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 the Butte 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 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 Sections 5775 WIC, et seq., and 14680 WIC, 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 identify staff available to proactively engage in discharge planning and continuity of care coordination seven (7) days per week 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 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 Butte County 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 must have a medical clearance evaluation made of each client in line with DHCS 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 on 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 must be designated by LASSEN to be able to write 5150's for LASSEN clients. LASSEN must provide transportation of all placements of LASSEN to and from Butte County and/or other placement facilities.
- d. LASSEN, before transporting a client into the PHF, shall ensure there is an agreed upon ETA with BUTTE 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 BUTTE, 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 Section WIC 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 Section 5150 WIC, 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. The 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 2 hours of termination of the 72-hour hold or any continued detention (WIC 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, 2023 through June 30, 2024. 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 **\$1,938.51** 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 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 2023-2024 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 (\$100,000.00)** 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, DHCS 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 should 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 take into account 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 AIDS or 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 must meet in order to be provided any service or benefit as provided by this Agreement.

**2. Confidentiality:**

Both PARTIES 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 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 WIC 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 PARTIES 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 PARTIES 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 State DHCS 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 WIC 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, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, BUTTE must 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, DHCS, 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 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 Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by LASSEN's Patients' Rights Advocate, County, DHCS, 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 (AJx)], 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 BUTTE’s 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**, 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:

Andrea Swenson, Senior Administrative Analyst  
Butte County Department of Behavioral Health  
3217 Cohasset Road  
Chico, CA 95973-5404  
Email: [aswenson@buttecounty.net](mailto:aswenson@buttecounty.net)  
Telephone: 530.552.4901

**LASSEN:**

LASSEN County Mental Health Services  
Barbara Longo, Director  
336 Alexander Avenue  
Susanville, CA 96130  
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

\_\_\_\_\_  
Sara Miller, Assistant 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 WILKINSON  
Print Name

\_\_\_\_\_  
Date

 5/1/23  
Date

Reviewed for Contract Policy Compliance  
Department of General Services  
Contracts Division

\_\_\_\_\_  
By      Date

**Attachment 1**

**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

Butte County Department of Behavioral Health

Pavor Financial Information (PFI) Form - Version 1.1

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 will 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.