



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: December 6, 2016

Date: November 3, 2016

To: Board of Supervisors

OC

From: Connie Beck, Director
Department of Health and Human Services (DHHS)

Subject: Agreement with Glenn County Health Services for Specialty Mental Health Services
Provided by DHHS-Mental Health

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement (Attachment 1) with Glenn County Health Services for Specialty Mental Health Services provided by DHHS-Mental Health.
2. Authorize the Chair to sign three (3) originals (attached) of the agreement with Glenn County Health Services.
3. Direct the Clerk of the Board to return two (2) signed originals of the agreement to the DHHS-Contract Unit for transmittal to Glenn County for final execution.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Larry Groom, Administrative Analyst

CAO Approval

E. Shattler

REVIEW:

Auditor *MSM*

County Counsel *Sm*

Human Resources *KR*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-6, C-2, C-15, C-9

Meeting of: 4/12/2011, 10/11/2011, 8/14/2012, 11/7/2013

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

- Nays
- Abstain
- Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Dec. 6, 2016*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

DHHS–Mental Health provides Specialty Mental Health Services to residents of Humboldt County. These are rehabilitative services including medication support services, crisis intervention, crisis stabilization, therapeutic behavioral services and inpatient psychiatric services.

On occasion, Glenn County clients residing in Humboldt County require Specialty Mental Health Services provided by DHHS–Mental Health. In the past, DHHS–Mental Health has provided these services and invoiced Glenn County for reimbursement as these services were provided. Glenn County needs to have the attached agreement in place before they can continue to reimburse DHHS–Mental Health for the cost of services provided to these Glenn County clients.

This agreement comes late to the board due to required revisions of the original contract and delays in receiving signatures from Glenn County officials. Final approval was received from Glenn County on November 3, 2016. The term of this agreement is July 1, 2016 through June 30, 2017 and allows for an extension of up to three years.

Therefore, DHHS–Mental Health recommends that the board approve this agreement with Glenn County, authorize the Chair to sign three (3) originals of this agreement, and direct the Clerk of the board to return two signed originals to DHHS–Contract Unit for transmittal to Glenn County for final execution.

FINANCIAL IMPACT:

This agreement with Glenn County is a revenue agreement that allows Glenn County to reimburse DHHS–Mental Health for services rendered. Glenn County will be invoiced by DHHS–Mental Health per board approved rate schedule for services provided to Glenn County Medi-Cal beneficiaries. Invoice amount due will be adjusted by primary payer payment amounts. Agreement stipulates that revenues payable by Glenn County are not to exceed \$10,000 (Ten Thousand dollars) annually. Revenues associated with this agreement have been included in approved DHHS–Mental Health Administrative budget unit 1170-424 for FY 2016-17.

By approving this agreement, this supports the board's Strategic Framework by protecting vulnerable populations, creating opportunities for improved safety and health and builds interjurisdictional cooperation.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The board could choose not to approve this agreement with Glenn County. DHHS–Mental Health does not recommend this alternative because Glenn County would not be able to reimburse DHHS–Mental Health for the cost of services provided to Glenn County clients.

ATTACHMENTS:

Attachment 1: agreement with Glenn County Health Services (3 originals).

**AGREEMENT BETWEEN
COUNTY OF GLENN
AND
COUNTY OF HUMBOLDT
FISCAL YEAR 2016-2017**

THIS AGREEMENT is entered into on _____ by and between the County of Glenn, a political subdivision of the State of California, hereinafter called "County", and the County of Humboldt, a political subdivision of the State of California, hereinafter called "Contractor."

WHEREAS, County, by and through the Glenn County Health and Human Services Agency, desires to enter into an Agreement whereby Contractor, by and through the Humboldt County Department of Health and Human Services – Mental Health, will provide community-based, culturally-sensitive and high quality mental health services to Glenn County Medi-Cal Beneficiaries; and

WHEREAS, the California Welfare and Institutions Code (Section 5600 et seq.) provides a set of definitions, standards, procedures and regulations by and pursuant to which County and Contractor may lawfully contract for such services; and

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereby AGREE as follows:

1. DEFINITIONS:

BENEFICIARIES: Medi-Cal eligible individuals who are requesting mental health treatment or receiving mental health treatment. This may include non-Medi-Cal eligible individuals who are in crisis as determined by County.

CONTRACTOR: A contracted individual, group or organization who provides mental health services to Glenn County mental health consumers.

SPECIALTY MENTAL HEALTH SERVICES: Rehabilitative Services which include mental health services, medication support services, day treatment intensive, day treatment rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential treatment, therapeutic behavioral services and psychiatric health facility services.

2. TERMS:

The term of this Agreement shall commence on July 1, 2016 and end on June 30, 2017, unless terminated earlier as provided in this section below. This Agreement may be amended prior to termination by written consent of both parties. This Agreement may be extended for additional 12-month periods upon written agreement of the parties not to exceed three (3) years. This Agreement may be terminated prior to the automatic termination set forth above as follows:

- A. By mutual written consent of the parties; or
- B. By either party thirty days after prior written notice to the other party; or by
- C. Material breach of the Agreement by either party not cured after thirty days written notice.
- D. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

3. SERVICES:

- A. Contractor shall provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by the County.
- B. Contractor may not subcontract services specified in this contract.
- C. All planned services to Beneficiaries must be authorized in advance by the County.
- D. Contractor shall provide such services as are within the scope of Contractor's licensure by the State of California.
- E. Contractor shall provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Contractor.
- F. Beneficiaries are to be served no less than the hours of operation offered to persons with commercial/private insurance.
- G. Under the terms of this Agreement County assumes no obligation to refer Beneficiaries to the Contractor.

4. REIMBURSEMENT FOR SERVICES:

- A. Contractor will bill Medi-Cal program for services rendered to Medi-Cal beneficiaries, which are within the scope of Medi-Cal covered services, using the provider number assigned by the Medi-Cal program to Contractor.
- B. Payment will be authorized for valid claims for Specialty Mental Health Services if:
 - i. Services were pre-authorized by the Access Team, Utilization Review Committee of the County.
 - a. Specialty Mental Health Services provided to a Beneficiary with an emergency psychiatric condition do not require preauthorization.
 - ii. Services were delivered by contractor, and were within the range of pre-selected service codes allowed by scope of practice and contract agreement(s);
 - iii. Payment shall be made to Contractor only after Contractor submits to County a fully itemized billing showing the unbundled services performed along with all documentation such as assessments, progress notes, etc. Contractor shall submit to Glenn County Health and Human Services Agency, P. O. Box 611, Willows, CA 95988, within forty-five (45) days after Contractor receives a DHCS approval or denial of the Medi-Cal adjudicated claim, a statement of services rendered.
 - iv. On day of discharge, Contractor will make best efforts to discharge Beneficiary by 1:00 p.m.
 - v. Beneficiary was Medi-Cal eligible at the time services were provided.
 - a. Following the initial authorization, it is the Contractor's responsibility to assure that services are provided to eligible Beneficiaries.

b. Medi-Cal Beneficiaries who become ineligible for Medi-Cal benefits during an authorization period may continue to receive services; however, the Contractor must notify the Beneficiary and County that eligibility has changed. The County will determine the best treatment plan which may include authorizing continued services to ensure continuity of care and minimizing disruption of services or transition of the Beneficiary back to the County as appropriate.

- vi. Reimbursement rate(s) shall be considered payment in full and are subject to Third Party Liability and Beneficiary share of cost. The County will only reimburse the difference between the County services rate(s) and the payment amount by the primary payer, minus the share of cost. The total reimbursement will not exceed Contractor's fee schedule as described in Exhibit A, attached hereto and incorporated herein by reference.
- vii. Reimbursement to Contractor for claims submitted timely, as defined in Section 7 of the Agreement, is in arrears within 45 days after receipt and verification of Contractor's invoice by County.
- viii. The county will not pay for any session for which a Beneficiary fails to show.

C. Re-Authorization

- 1) Re-Authorization is required to continue services beyond the initial authorization period for each Beneficiary. Re-authorization is required if services continue beyond three months and shall be required every three months afterward. Payment will be approved for valid claims for Specialty Mental Health Services when re-authorization is complete prior to the delivery of continued services.
- 2) Re-Authorization must be requested by using the County Re-Authorization Form.
- 3) Contractors are to submit re-authorization requests in advance to avoid disruption of services.

4) Requests for re-authorization of services may be mailed or faxed to:
Glenn County Mental Health Services
Attn: Quality Assurance Unit
242 N. Villa Avenue
Willows, CA 95988
530-934-6582 fax: 530-934-6592
530-934-6583

D. In no event shall the total reimbursement for services under this Agreement exceed \$10,000.00 (ten thousand dollars) annually.

5. LICENSING REQUIREMENTS:

- A. Contractor shall comply with all necessary county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9 and Title 22 of the California Administrative Code, Title XIX of the Social Security Act, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters.
- B. Contractor shall abide by CFR, Title 42, Sections 1128 and 1128A. County will verify monthly that Contractor is not on the Office of Inspector General's Exclusion List prior to billing. At any time during the contract term, if the Contractor is found to be on the Exclusion List, this contract shall be terminated immediately, billing will not be processed and invoice(s) will not be paid.
- C. Contractor shall abide by CFR, Title 42, Sections 438.214 and 438.610. County will verify that Contractor has proper certification prior to processing the contract. After contract has been processed, Contractor will be held responsible for recertification in a timely manner.
- D. Contractor shall furnish County within thirty (30) days of execution of this Agreement:
- 1) A Program Schedule
 - 2) Treatment Staff Roster (including license number or evidence of credentialing).

3) NPI and Taxonomy Code numbers will be required for the facility and staff.

If the above is not provided within the thirty (30) day timeframe, invoices will not be processed.

6. RECORDS:

- A. Contractor shall maintain clinical records as required by County. Records shall be legible and kept in detail consistent with appropriate medical and professional practice in order to permit effective professional review or audit by County and other State or Federal agencies as required by law. Contractor must maintain clinical records for seven (7) years from the date of last service to Beneficiary, except that records of unemancipated minors shall be kept not less than seven (7) years after the minor has reached the age of 18 years.
- B. Contractor shall make financial books and records pertaining to the provision of service under the terms of this Agreement available for inspection, examination and audit by County, and/or Auditor General (Government code Section 8546.7), at reasonable times at the Contractor's place of business or other mutually agreed upon location in California. All financial records shall be maintained for at least seven (7) years following the close of County's fiscal year during which Agreement is in effect.

7. AUDIT EXCEPTIONS:

- A. Contractor shall provide to County a cost report pursuant to the provisions of the Cost Reporting and Data Collection Manual. The cost report will be due as soon as practicable after the close of the fiscal year.
- B. In the event that an audit results in disallowances, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate State or Federal audit agencies occurring as a result of its performance under this Agreement. Contractor also agrees to accept financial responsibility for any audit exceptions to the

extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

C. County agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate State or Federal audit agencies occurring as a result of its performance under this Agreement. County also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to the County's failure to perform properly any of its obligations under this Agreement, including billing errors in Medi-Cal claims processing.

8. CLAIMS:

- A. Contractor shall submit claims with a copy of the authorization documents attached, in the form and format specified by County.
- B. All claims shall be submitted to County no later than forty-five (45) days after Contractor receives a DHCS approval or denial of the Medi-Cal adjudicated claim.
- C. Contractor must bill the Beneficiary for authorized share of cost before requesting payment from County.
- D. Each claim for reimbursement will be for one member only and must include the name of the Beneficiary, type of service provided by County service code, date of services and duration of service.
- E. Medi-Cal and County are not responsible for outpatient or professional services with Medicare A & B and B Only coverage.
- F. County may deny payment for claims submitted beyond thirty (30) days of the service month.
- G. Each claim is subject to audit for compliance with State and Federal Regulations.

9. CONFIDENTIALITY AND INFORMATION SECURITY CLAUSE:

By signing this Agreement, Contractor is certifying they are a covered entity under Health Insurance Portability and Accountability Act (HIPAA). As a covered entity performing joint operation of a government function, Contractor shall comply with applicable laws and regulations, including but not limited to

Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). By Contractor certifying they are a covered entity under HIPAA, a Business Associates Agreement is not required by County.

10. INDEPENDENT CONTRACTOR:

No relationship of employer and employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor, and shall not have any claim under this Agreement or otherwise against County, their officers, agents and employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits or employee benefits of any kind. County shall neither have nor exercise any control or direction over the methods by which Contractor shall perform the work and functions; Contractor does by this Agreement agree to perform the said work and functions at all times in strict accordance with the currently approved methods and practices in the field of mental health diagnosis and treatment and that the sole interest of County is to ensure that the services provided will be performed and rendered in a competent, efficient and satisfactory manner, and in accordance with the standards required by County.

11. INSURANCE CLAUSE:

Contractor shall obtain all insurance required herein. Certificates of insurance evidencing the issuance of such insurance shall be submitted to and approved by County prior to the execution of this Agreement by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 20 days prior written notice has been given to County. Together with the certificates of insurance, Contractor shall deliver to County an "Additional Insured Endorsement"

----- naming County, its officers, employees and agents as additional insured under each of the policies required under subparagraphs B and C, below. Contractor's insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- A. Worker's Compensation Insurance Contractor shall procure and shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees to be engaged in work.
- B. Contractor's Public Liability and Property Damage Insurance Contractor shall maintain comprehensive general liability insurance, covering all of Contractor's operations with a combined single limit of not less than \$1,000,000.00. Contractor shall maintain property damage insurance in an amount of not less than \$1,000,000.00.
- C. Automobile Insurance Contractor shall maintain during the life of this Contract liability insurance on any automobile used in the course of providing services under this Contract for injuries, including death, to any one person, and subject to the same limits for each person, in an amount of not less than \$1,000,000 on account of one incident or occurrence, and property damage insurance of not less than \$1,000,000.00.
- D. All certificates, endorsements, cancellations, and other notices shall be delivered by Contractor to County at:

Glenn County Health and Human Services Agency
P. O. Box 611
Willows, CA 95988
(530) 934-6514

And by County to Contractor at:

Humboldt County Department of Health & Human Services
DHHS – Mental Health Director
720 Wood Street
Eureka, CA 95501-4482

12. INDEMNIFICATION CLAUSE:

- A. Contractor shall hold harmless and indemnify Glenn County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by Contractor or any person employed by Contractor or in any capacity during the progress of the work, whether by negligence or otherwise. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent Contractor" status that would establish a liability for failure to make social security or income tax withholding.
- B. County shall hold harmless and indemnify Contractor, its officers and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage, which occurs as a result of any negligent or wrongful act of County or any person employed by County during the term of this Agreement or in any capacity during the progress of the work, whether by negligence or otherwise.

13. GRIEVANCES:

Contractor shall inform County of any grievances or complaints involving clients of County who are receiving treatment at Contractor's facility. Contractor shall display the grievance or complaint process in order to inform client of said process. Contractor shall report any grievances or complaints with resolution to County each calendar quarter.

14. ENTIRE AGREEMENT:

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

15. ASSIGNMENT OF AGREEMENT:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without prior written consent of County.

16. AMENDMENTS:

This Agreement may be modified only by a written agreement executed by all the parties to this Agreement.

17. WAIVER:

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall be binding unless executed in writing by the party making this waiver.

18. GOVERNING LAW:

The validity and construction of this Agreement and its term or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of California. The place of performance and transaction of business shall be in the County of Glenn, State of California.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written above.

Date


COUNTY OF GLENN:

Christine Zoppi, Director
Glenn County Health and Human
Services Agency

APPROVED AS TO FORM:

Alicia Ekland, County Counsel
Glenn County, California

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:



Risk Manager

- Approved by Deputy Director Administration EV
- Approved by ~~Deputy~~ Director Program AR
- Approved by Fiscal Manager RF
- Approved by Program Manager _____

12-6-2016

Date

CONTRACTOR:



Mark Lovelace, Chair
Humboldt County Board of Supervisors



Mental Health
Donna Wheeler, Interim Director
720 Wood Street, Eureka, CA 95501
phone: (707) 268-2990 | fax: (707) 476-4049

EXHIBIT "A"

**Mental Health
Rate Schedule
effective January 1, 2016**

OUTPATIENT

	Published Rate	
Mental Health Services		
Collateral	\$ 3.78	Per minute
Assessment	\$ 3.78	Per minute
Individual Therapy	\$ 3.78	Per minute
Group Therapy	\$ 3.78	Per minute
Rehabilitation Services	\$ 3.78	Per minute
Therapeutic Behavioral Services	\$ 3.78	Per minute
Medication Support	\$ 7.06	Per minute
Case Management/Brokerage	\$ 3.33	Per minute
Crisis Intervention	\$ 4.78	Per minute
Crisis Stabilization	\$ 119.12	Per Hour

Inpatient

\$ 1,485.75 Per Day

DHHS Administration
phone: (707) 441-5400
fax: (707) 441-5412

Public Health
phone: (707) 445-6200
fax: (707) 445-6097

Social Services
phone: (707) 476-4700
fax: (707) 441-2096

