



RESOLUTION No. 16-289

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT FOR SERVICES WITH THE COUNTY OF PLACER FOR TELEPHONE TRIAGE SERVICES

WHEREAS, per Resolution 14-236, the Nevada County Board of Supervisors approved the renewal Agreement (Contract No. CN013435) between the Counties of Placer and Nevada for the provision of telephone triage services and subsequently, per Resolution 15-161, approved a contract Amendment (Contract No. CN013435-A) for the contract term of July 1, 2014 through June 30, 2016; and

WHEREAS, the Counties of Placer and Nevada wish to continue their mutually beneficial arrangement whereby, Nevada County Behavioral Health is agreeing to provide telephone triage services for Placer County Adult System of Care (ASOC) with regard to Adult Protective Services (APS) referrals, In-Home Supporting Services (IHSS) referrals, Mental Health referrals for adults, and 5150 referrals for adults and children; and

WHEREAS, pursuant to the renewal Agreement Placer County will reimburse Nevada County Behavioral Health monthly for the provision of phone triage services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Contract for Services by and between the County and County of Placer pertaining to Nevada County Behavioral Health Department providing telephone triage services for the Placer County Adult System of Care (ASOC) for a total contractual obligation not to exceed \$1,218,660 for the term of July 1, 2016 through June 30, 2018 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40110-493-8401/452000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

6/28/2016 cc: BH*
AC*(hold)

7/5/2016 cc: BH*
AC*(release)
Placer County(2)

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

DESCRIPTION: Telephone Triage
CONTRACT NO. Services **CN013582**
BEGINS: July 1, 2016
ENDS: June 30, 2018
ADMINISTERING AGENCY: Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2016, between the County of Nevada, Department of Behavioral Health, hereinafter referred to as "CONTRACTOR", and the County of Placer, hereinafter referred to as "COUNTY," each party being a political subdivision of the State of California.

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Placer County, and,

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:** CONTRACTOR shall provide Telephone Triage Services as set forth in Exhibit A, entitled "Scope of Work," attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.
2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.
3. **CULTURAL COMPETENCE:** CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 10-02, which is incorporated herein by reference. COUNTY and CONTRACTOR compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a)(9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

CONTRACTOR is required to participate as requested in the development and implementation of specific Placer County Cultural Competence Plan provisions including:

- Development and assurance of compliance with administrative and human resource policy and procedural requirements;
- Participation in agency cultural competence self-assessment protocol as provided by County of Placer Behavioral Health Managed Care;
- Culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participation in COUNTY and agency sponsored training programs to improve quality of services to the diverse population in Placer County; participation in County of Placer Behavioral Health Managed Care quality management program to assess the access, appropriateness and outcomes of services delivered by CONTRACTOR.
- County of Placer Behavioral Health Managed Care shall provide orientation and guidance to CONTRACTOR regarding specific provisions and requirements of the Cultural Competence Plan.

At this time, Spanish is Placer County's only threshold language for which culturally competent services are required. However, CONTRACTOR is encouraged to provide similar services in additional languages when possible.

4. **REPORTING:** CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:

4.1 CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.

4.2 CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

4.3 **Security Standards for Citrix Remote Users:**

4.3.1 CONTRACTOR agrees, as a user of the COUNTY Citrix system, to comply with the Security Standards for the Placer County Data Network. Relevant sections of these Standards are incorporated herein as Exhibit B. The complete policy is available upon request.

4.3.2 CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients via Citrix. CONTRACTOR shall be allowed via the system to only view their assigned programs and clients.

5. **COMPENSATION:** COUNTY will pay CONTRACTOR at a monthly rate of **Fifty Thousand Eighty Four Dollars (\$50,084)** for FY 2016-17 and **Fifty One Thousand Four Hundred Seventy One Dollars (\$51,471)** for FY 2017-18 as full payment for each full month during which Telephone Triage Services are provided, as set forth in Section 1, Scope of Services. The total contractual obligation shall not exceed **One Million Two Hundred Eighteen Thousand Six Hundred Sixty Dollars (\$1,218,660)** over the two-year term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

5.1 Invoices shall be itemized by client and services provided according to the Budget. COUNTY will pay CONTRACTOR actual costs for services as set forth in the Scope of Work, Exhibit A. CONTRACTOR shall provide invoices to the COUNTY on a monthly

basis, within 30 days of the close of each calendar month, with the exception of June billing. Invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th.

Invoices for payment shall be submitted to the following address, shall be on the CONTRACTOR's letterhead and shall include the Contract number indicated on the first page of this Agreement, the CONTRACTOR name and remittance address and a unique invoice number:

Placer County HHS Fiscal
Attn: Accounts Payable
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

Unless a service specific billing rate is otherwise expressly identified in this Agreement, all services shall be billed to COUNTY at CONTRACTOR'S actual cost. Actual cost shall be calculated in accordance with the methodologies set forth in the Office of Management and Budget (OMB) Super Circular, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule", utilizing the budgeted amounts set forth in this Exhibit B as the maximum amount(s) allowable in calculating actual costs.

6. **FEDERAL AND STATE ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
7. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.
8. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
 - 8.1 Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
 - 8.2 To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided,

COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

8.3 CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

9. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2018. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

10. **CONTINGENCY OF FUNDING:**

10.1 This Agreement is valid and enforceable only if the County of Placer, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.

10.2 It is mutually agreed that if the Congress, State, or County of Placer does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, at the discretion of COUNTY, be amended to reflect such changes in funding allocations.

10.3 COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.

10.4 Adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and by the Director of Health and Human Services, with concurrence from the County Executive Office. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

11. **TERMINATION:**

11.1 COUNTY shall have the right to terminate this Agreement at any time without cause by giving 30 days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

11.2 In the event COUNTY terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services

required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

11.3 CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

12. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

13. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

14. **RECORDS:**

14.1 This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

14.2 CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

14.3 Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY shall have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

14.4 CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

15. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as an independent contractor, and

this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

16. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

17. **INSURANCE:** It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000). CONTRACTOR represents to COUNTY that CONTRACTOR is fully licensed and/or is in conformance with all appropriate statutes, rules, and regulations with regard to the provisions of service within this Agreement.

18. **CONFLICT OF INTEREST:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees or other COUNTY providers that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during or following the period of this Agreement.

19. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; and the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164), and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20. **CONFIDENTIALITY OF DATA AND DOCUMENTS:**

20.1 CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.2 Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report

without express permission of the California Department of Health Care Services (DHCS) (formerly the California Department of Mental Health [DMH])

- 20.3 Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 20.4 CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR'S own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 20.5 If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

21. **HIPAA COMPLIANCE:** CONTRACTOR agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section.

CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

22. **COUNTY REPRESENTATIVE:** The Director of the Adult System of Care or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Maureen F. Bauman, LCSW, MPA, Director
Placer County Adult System of Care and Medical Clinics
11512 B Avenue
Auburn, CA 95603
530/889-7256

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows: Changes in contact person or address information shall be made by notice, in writing, to the other party:

If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CONTRACTOR: Rebecca Slade, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
530/265-1437

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
25. **ASSIGNMENT:** CONTRACTOR shall not assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of COUNTY.
26. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
27. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CONTRACTOR hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")



Chair, Nevada County Board of Supervisors

Date: ~~6/23/16~~ 7-5-16



Rebecca Slade, Director
Nevada County Behavioral Health Department

Date: 0/30/16

Approved as to Form:
Office of Nevada County Counsel




Date: 7/5/16

COUNTY OF PLACER ("COUNTY")



Chair, Placer County Board of Supervisors

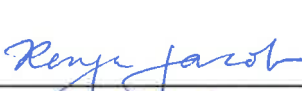
Date: 6/23/16



Maureen F. Bauman, LCSW, MPA, Director
Adult System of Care and Medical Clinics

Date: 06/14/2016

Approved as to Form:
Office of Placer County Counsel



Date: 6/14/2016

EXHIBITS:

- Exhibit A: Scope of Work
- Exhibit B: Security Standards for the Placer
County Data Network

SCOPE OF WORK

Nevada County Behavioral Health, Telephone Triage Services

Program Description:

Nevada County Behavioral Health agrees to provide Telephone Triage Services for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, Public Guardian (PG) referrals, Conditional Release Program (CONREP) calls, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, and 5150 referrals for adults and children.

Telephone Triage Services shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement.

- Referrals received Monday through Friday 8:00 a.m. to 5:00 p.m. shall be referred to ASOC as defined below.
- Referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) shall be referred to Placer County's after-hours service provider, Sierra Mental Wellness Group, or Placer County ASOC on-call lead staff, as appropriate.

Responsibilities:**1. The specific responsibilities of CONTRACTOR are as follows:**

- 1.1 Receive all calls, collect intake information, and make assessment for appropriate referral to ASOC programs (APS, IHSS, Mental Health, or 5150 Crisis).
- 1.2 Document all calls through utilization of the Placer County AVATAR or Panoramic tracking systems. For Public Guardian calls after hours, staff will alert the after-hours on-call County supervisor, who documents in Panoramic.
- 1.3 Check the AVATAR tracking system to verify if caller is an active client in ASOC program or whether client has mental health history. For APS/PG calls, Intake worker will check relative history in Panoramic.
 - 1.3.1 If client is determined an active mental health client, Intake Worker shall leave a voice mail message for specific ASOC case manager with information on client's status.
 - 1.3.2 If client is determined an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status
- 1.4 Screen all APS and mental health referrals to determine eligibility (Medi-Cal or third party insurance), and enter insurance information into Panoramic (APS). For all IHSS applications, the Intake worker will refer the caller for Medi-Cal eligibility.
- 1.5 Complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, or 5150 Crisis.
- 1.6 Use the Managed Care screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
- 1.7 Contact ASOC Adult Crisis Response Coordinator during the hours of 8 am to 5 pm Monday through Friday for referral of any 5150 evaluations. On weekends or evening after hours, contact Sierra Mental Wellness Group staff providing crisis response. During business hours on referrals involving conserved clients, the Intake worker will direct the County worker to contact the PG office. After hours, the Intake worker will contact the

County After-Hours supervisor or contracted crisis worker and direct them to alert the PG office.

- 1.8 All documentation shall meet requirements set forth by the Department of Healthcare Services (DHCS), and Placer County's Managed Care Program to meet the requirements of assuring access to Mental Health Services.
- 1.9 All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the 24/7 access line are met. New hires will receive training within 30 days of hire.
- 1.10 Provide information, consultation, and education for clients by telephone as appropriate.

2. **The specific responsibilities of COUNTY are as follows:**

- 2.1 Placer County Adult System of Care shall provide training, support, and equipment to Provider staff to ensure a smooth transition of telephone triage services.
- 2.2 Placer County HHS MIS (or successor department) shall provide training, support, and documentation to Provider staff to utilize County AVATAR and Panoramic tracking systems.
- 2.3 Placer County Adult System of Care shall provide training and support to Provider staff to ensure necessary documentation for billing purposes.

Security Standards for the Placer County Data Network

As Of: August 2010

Purpose, Policy and Process

To define standard security procedures and processes for computer system use on the Placer County enterprise data network. Unless otherwise approved by the requesting Placer County Department Head and Information Technology, there will be no exceptions to the policies and processes presented below. Contact the Health and Human Services (HHS) Help Desk at 530-886-1830 with any questions relating to this document.

Authorization and Accountability

- Each individual must have a separate log-in account and password for network use.
- Only one logical connection to the network is allowed for each individual.
- Create passwords that have a minimum of 8 characters with a combination of alphabetic, numeric, and special characters.
- Change default passwords provided by the vendor for access to applications/systems on the network.
- Do not share or disclose passwords.
- Do not record or write down passwords and store in a manner that can be easily accessed by others.
- All passwords must be changed on a specified, periodic basis.
- Immediately inform the HHS Help Desk when log-in accounts are no longer required or will not be used for a period of 30 days or more.
- All log-in accounts not used for a period of 90 days will be disabled.
- All log-in accounts not used for a period of 365 days will be deleted.

System and Data Use

- Use is for Placer County business only.
- Do not attempt to circumvent protection schemes or standards, or attempt to gain unauthorized access.
- Report any security vulnerabilities to the HHS Help Desk.
- Do not divulge log-in accounts, system processes, data, or network information to unknown parties.
- Report any suspicious or illicit use to your department security coordinator.
- Ensure the physical security of system equipment and data.
- Use time-activated screensavers with password protection enabled.
- Log-off from the network when the work shift is completed, and turn off the workstation.
- Do not connect modems to the network.
- Disconnect remote sessions (dial-in, Internet access, etc.) when remote task has been completed.
- Do not load or use unapproved software or data files on network-connected systems.
- Comply with licensing requirements and copyright laws.
- Virus-check removable media before loading or installing the files.
- Do not disable virus-checking without authorization.
- Assume all data is sensitive and confidential and protect it accordingly.
- Do not test software or systems on the production network; use stand-alone test systems or the Test Network for testing instead.