



# **RESOLUTION No. 17-293**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF A RENEWAL AGREEMENT FOR SERVICES 024-S1811 WITH THE COUNTY OF EL DORADO FOR ACUTE PSYCHIATRIC INPATIENT SERVICES**

WHEREAS, the County of El Dorado Health and Human Services Agency, Mental Health Division operates a 16-bed Psychiatric Health Facility (PHF), which provides a 24-hour psychiatric inpatient care program for adults (18 and older); and

WHEREAS, the program is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment; and

WHEREAS, the parties desire to renew the Agreement whereby El Dorado County is committing to reserving one (1) bed for the sole use ("dedicated bed") of Nevada County referred clients.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement for Services pertaining to the provision of acute psychiatric inpatient services for referred clients of Nevada County in an amount not to exceed \$225,000 effective upon full execution of both parties and continuing through June 30, 2018, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8201/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 20th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 

  
Hank Weston, Chair

6/20/2017 cc: BH (2)  
AC\* (Hold)

7/11/2017 cc: BH\*  
AC\* (Release)

## AGREEMENT FOR SERVICES 024-S1811 Use of County of El Dorado Psychiatric Health Facility

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**THIS AGREEMENT**, made and entered by and between the County of Nevada, a political subdivision of the State of California (hereinafter referred to as “County of Nevada”) and County of El Dorado Health and Human Services Agency, Behavioral Health Division (hereinafter referred to as “County of El Dorado”), which operates a Psychiatric Health Facility.

### RECITALS

**WHEREAS**, in accordance with the current mental health legislation, County of Nevada has been charged with the responsibility of providing mental health services for mentally disordered persons (“Client” or “Clients”) in the County of Nevada, and;

**WHEREAS**, County of El Dorado contracts with Telecare Corporation, Inc., (hereinafter referred to as Contractor Designee), to operate a licensed 16-bed Psychiatric Health Facility (PHF) staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons; and

**WHEREAS**, it is the responsibility of County of El Dorado to assure that the inpatient psychiatric services rendered to Clients admitted to County of El Dorado’s facility are consistent with state and federal laws; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws.

**NOW, THEREFORE**, County of Nevada and County of El Dorado mutually agree as follows:

### ARTICLE I

#### Scope of Services:

- A. **Eligibility:** County of El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services to Clients of County of Nevada who meet the following eligibility requirements:
1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and state statutes.
  2. Clients may be either on voluntary or involuntary status.

- a. County of Nevada understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
  - b. Clients to be admitted under Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at County of El Dorado's PHF facility.
  - c. Preliminary assessment of clients may be conducted by County of Nevada's appropriate and qualified clinical staff as authorized by WIC §5150.
  - d. Final assessment of clients shall be conducted by County of El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.
3. All persons referred for admission to County of El Dorado's PHF facility shall be medically cleared for admission to a non-medical facility prior to County of El Dorado's acceptance and admission of the Client to County of El Dorado's PHF.
  - a. Criteria and requirements for medical clearance will be determined by County of El Dorado or Contractor Designee, as appropriate.
  - b. Payment for medical clearance shall be the responsibility of County of Nevada.
- B. **Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective County of El Dorado Health and Human Services Agency Behavioral Health Medical Director and County of Nevada's designee.
  1. County of Nevada shall provide authorization to County of El Dorado for Client services prior to admission of Client.
  2. Referrals: County of Nevada agrees that those Clients referred to, and accepted by, County of El Dorado for acute inpatient psychiatric services shall receive appropriate acute psychiatric mental health services.
  3. Admission Processing: County of Nevada agrees to cooperate with the admission process as established between County of El Dorado and Contractor Designee.
    - a. County of Nevada's residents presenting for crisis evaluation in County of El Dorado, and detained pursuant to WIC §5150, shall be assessed by County of El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Psychiatrist on call, or Contractor Designee's psychiatrist for possible admission to the PHF. Upon notification and confirmation of Client's residency in Nevada County, County of Nevada may authorize admission and payment consistent with the terms of this Agreement, or alternatively, County of Nevada may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between County of Nevada and County of El Dorado, or Contractor Designee, as appropriate.
- C. **Admission Approval:**
  1. Admissions to the PHF shall be approved by County of El Dorado's Behavioral Health Medical Director or his/her's designee, or by Contractor Designee's on-duty Psychiatrist prior to admission. Contractor Designee shall receive County of Nevada Clients referred by County of El Dorado Behavioral Health Division for involuntary admission pursuant to WIC §5150, or immediately notify County of El Dorado of any refusal to accept Client. In the event admission of County of Nevada Client is refused by Contractor Designee, County of El Dorado shall immediately notify the County of El Dorado Manager On Call that alternative admission is required.

2. County of El Dorado further reserves the right to deny any referral at the sole discretion of Behavioral Health Medical Director, his/her designee, or Contractor Designee's on-duty Psychiatrist,
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated in jail or any other penal institutions.
4. County of El Dorado or Contractor Designee's professional staff shall determine the length of stay of each County of Nevada Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, County of Nevada's Client may be excluded from admission to the PHF:
  - a. Medical emergencies.
  - b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse.
  - c. Medical-surgical complications that preclude participation in the therapeutic program.
  - d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care such as ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal and delirium tremens.

Should it be discovered that a County of Nevada Client meets any of the exclusion criteria during their stay, immediately upon notice from County of El Dorado or Contractor Designee, County of Nevada shall make arrangements to transfer the Client.

**D. Dedicated Bed Usage and Availability Commitment:**

1. For the term of this Agreement, the County of El Dorado herein commits to reserving and maintaining in their bed inventory, one (1) bed for the sole use ("dedicated bed") of the County of Nevada.
2. In return, the County of Nevada herein commits to reimbursing the County of El Dorado for said dedicated bed as further detailed in the Article herein titled "Compensation."

**E. Non-Dedicated Bed Usage and Availability:**

1. The County of El Dorado shall not be required to accept any additional referrals for supplementary bed requests from the County of Nevada if it determines that there is insufficient bed capacity.
2. Referrals for admission to County of El Dorado's facility must be approved in advance by County of El Dorado's on-duty physician.
3. The County of El Dorado further reserves the right to deny any referral at the sole discretion of the on-duty physician or Behavioral Health Medical Director.
4. The County of El Dorado will not and shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

**F. Coordination of Care: Counties agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.**

1. Counties may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.
2. County of El Dorado shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.



- a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of County of Nevada.
  - b. County of El Dorado shall promptly notify County of Nevada if necessary medical emergency services are required.
3. County of El Dorado may, but is not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.
- G. **Aftercare and Discharge:** It is County of Nevada's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from County of El Dorado's PHF. To this end, it is the sole responsibility of County of Nevada to:
  1. Maintain adequate aftercare services so that efficient referral to these services are part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.
  2. Ensure their staff will work with County of El Dorado's Adult Outpatient Services Manager or designee prior to a Client's discharge to effect an appropriate aftercare plan of care and ensure Client receives the needed services to transition back to the community.
- H. **Documentation:** Documentation of services provided by County of El Dorado, or Contractor Designee, for each Client of County of Nevada shall be available for review by County of Nevada upon written request.
- I. **Transportation Costs:** All transportation of Clients to and from County of El Dorado's PHF or any subsequent aftercare services are the sole responsibility of County of Nevada. In the event County of Nevada cannot provide transportation, it may request assistance from County of El Dorado's Behavioral Health Division. County of El Dorado, in its sole discretion, may decline to provide transportation based on availability of resources and as further described in the Article herein titled, "Compensation."
- J. **Non-Discrimination:** Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and state laws.

## ARTICLE II

**Term:** This agreement shall become effective when fully executed by both parties hereto and shall continue through June 30, 2018, unless the Agreement is terminated by either party in accordance with the Article titled "Default, Termination, and Cancellation" herein below.

## ARTICLE III

### **Compensation:**

- A. **Dedicated Bed Availability Commitment:** The County of Nevada shall pay County of El Dorado the County Published Rate, plus 15% administrative cost rounded up to the nearest whole dollar, for the availability commitment of one (1) bed at the County of El Dorado Psychiatric Health Facility. The rate shall be charged for the bed availability commitment regardless of occupancy.
- B. **Bed Per-Day Rate:** Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.

1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled "Transportation," including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings.
    - a. The full per-day rate shall apply to the day of admission regardless of the time of admission.
    - b. Payment is due from Admitting County for each day of acute inpatient psychiatric service, *including* the day of admission and *excluding* the day of discharge. There is no administrative day rate.
  2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, incorporated herein and made by reference a part hereof. El Dorado may change PHF Published rate at any time during the term of this Agreement.
  3. **Provision for Rate Change:**
    - a. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties."
    - b. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
  4. **Transportation:** In the event El Dorado Mental Health Division agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of \$25.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.
- C. **Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed.
1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.
  2. Inpatient days that cannot be billed pursuant to Section B. "Client Billing" herein shall remain the financial responsibility of Admitting County at the contracted rate.
  3. Any credit provided to Admitting County for billing per section B. "Client Billing" herein that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.
- D. **Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

#### ARTICLE IV

**Maximum Obligation:** The maximum contractual obligation for the term of this Agreement shall not exceed \$225,000.

#### ARTICLE V

**Audit by California State Auditor:** County of El Dorado acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any

longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, County of El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE VI**

**Applicable Records:** County of El Dorado shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each County of Nevada Client served, including intake information and a record of services provided by County of El Dorado staff in sufficient detail to make possible an evaluation of services, and shall contain all the data necessary for reporting to the State Department of Health Care Services, including records of interviews and progress notes. County of El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by the County of Nevada Health and Social Services Agency, and the State Department of Health Care Services in a form specified by either.

All records shall be available for inspection by the Auditors of County of Nevada or the State Department of Health Care Services at reasonable times during normal business hours. County of El Dorado agrees to extend to County of Nevada Health and Social Services Agency Director, or their designee, the right to review and investigate all records, program, or written procedures relating to County of Nevada Clients at any reasonable time; County of El Dorado agrees to provide County of Nevada Health and Social Services Agency data in a timely fashion as directed and as specified by the County of Nevada.

## **ARTICLE VII**

**Rules and Laws:** County of El Dorado and the County of Nevada agree that both are bound in the accomplishment of this Agreement by provisions of W&I Section 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10; regulations of the State Department of Health Care Services; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services. County of El Dorado and the County of Nevada agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and the County of Nevada Client information shall be interchangeable between County of El Dorado and the County of Nevada to establish and support a high level of clinical services and continuity of care and aftercare services.

## **ARTICLE VIII**

**Confidentiality:** County of El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement except for statistical information not identifying any Client. County of El Dorado shall not use



such information for any purpose other than carrying out County of El Dorado's obligations under this Agreement. County of El Dorado shall promptly transmit to the County of Nevada all requests including any subpoenas issued for disclosure of such information not emanating from the Client. County of El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than the County of Nevada, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph. If County of El Dorado receives any individually identifiable health information ("Protected Health Information" or "PHI") from the County of Nevada or creates or receives any PHI on behalf of the County of Nevada, County of El Dorado shall maintain the security and confidentiality of such PHI as required of the County of Nevada by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE IX**

**HIPAA Compliance:** The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. The County of Nevada is a Hybrid Entity under said Act, and County of El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. Section 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. Section 164.502(e)(1)(ii)(A), the County of Nevada and County of El Dorado are not required to enter into a separate business associate agreement. Although not presently required and to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

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## **ARTICLE X**

**Independent Status of County of El Dorado:** The parties hereto agree that County of El Dorado, its agents and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of the County of Nevada. County of El Dorado shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by County of El Dorado pursuant to the Agreement.

## **ARTICLE XI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XII**

**Assignment:** This Agreement shall not be assigned by County of El Dorado, either in whole or in part, without prior written consent of the County of Nevada. This Agreement and the terms and conditions hereof shall insure and be binding upon the successors and assigns of the parties hereto.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that both County of El Dorado and the County of Nevada are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that, in the normal course of the County of Nevada's and County of El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of the Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement.

Upon the effective date of such notice, this Agreement shall be automatically terminated and the County of Nevada and County of El Dorado released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either the County of Nevada's or County of El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIV**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the

date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

- B. Ceasing Performance: The County of Nevada or County of El Dorado may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.
- C. Termination or Cancellation without Cause: The County of Nevada or County of El Dorado may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, the County of Nevada will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to County of El Dorado, and for such other services, which the County of Nevada may agree to in writing as necessary for contract resolution. In no event, however, shall the County of Nevada be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, County of El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, the County of Nevada reserves the right to take over and complete the work by contract or by any other means.

## ARTICLE XV

**Change of Address:** In the event of a change in address for the County of Nevada's principal place of business, the County of Nevada's Agent for Service of Process, or Notices to the County of Nevada, the County of Nevada shall notify County of El Dorado in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County of El Dorado Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County of El Dorado office or location referred to or impacted by this Agreement, County of El Dorado shall notify County of Nevada in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## ARTICLE XVI

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County of El Dorado shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

Or to such other location as El Dorado directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667-5321  
ATTN: PURCHASING AGENT

Notices to the County of Nevada shall be addressed as follows:

COUNTY OF NEVADA  
HEALTH AND HUMAN SERVICES AGENCY  
950 MAIDU AVENUE, PO BOX 1210  
NEVADA CITY, CA 95959  
ATTN: DIRECTOR, OR SUCCESSOR

Or to such other location as the County of Nevada directs.

#### **ARTICLE XVII**

**Indemnity:** The County of Nevada shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. County of El Dorado shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. It is the intention of County of El Dorado and the County of Nevada that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents. It is also the intention of County of El Dorado and the County of Nevada that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

#### **ARTICLE XVIII**

**Insurance:** County of El Dorado is covered for its general liability, automobile liability, property, and workers' compensation liability through a self-insurance program, in conjunction

with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to the County of Nevada upon request.

#### **ARTICLE XIX**

**Administrator:** The County of El Dorado Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Deputy Director, Health and Human Services Agency, or successor.

#### **ARTICLE XX**

**Agreement Approval:** This Agreement shall be null and void in its entirety if disapproved by the State Department of Health Care Services.

#### **ARTICLE XXI**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

#### **ARTICLE XXII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

#### **ARTICLE XXIII**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California.

#### **ARTICLE XXIV**

**Litigation:** County of El Dorado, promptly after receiving notice thereof, shall notify Admitting County in writing of the commencement of any claim, suit, or action against the County of El Dorado, or State of California, or its officers or employees for which Admitting County must provide indemnification under this Agreement.

Admitting County promptly after receiving notice thereof, shall immediately notify the County of El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County of El Dorado or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County of El Dorado and State.



**ARTICLE XXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXVI**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement for Services 047-S1511 between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
\_\_\_\_\_  
Jamie Samboceti  
Deputy Director  
Health and Human Services Agency

Dated: 5/31/17

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
\_\_\_\_\_  
Patricia Charles-Heathers, Ph.D.  
Director  
Health and Human Services Agency

Dated: 5/31/17

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services 024-S1811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/27/2017

By:   
Shiva Frentzen, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/27/2017

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-- COUNTY OF NEVADA --

COUNTY OF NEVADA  
A Political Subdivision of the State of California

Dated: 6/20/2017

By: Hank Weston  
Hank Weston, Chair  
Board of Supervisors  
"County of Nevada"

ATTEST:  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

By: Julie Patterson-Hunter

Dated: 6/20/2017

Approved as to Form:  
Office of the County Counsel  
County of Nevada

By: Alison Barratt Pre

Dated: 6/21/2017

JLA