



# **RESOLUTION No. 20-326**

## **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 ACUTE PSYCHIATRIC INPATIENT HOSPITALIZATION AND CRISIS RESIDENTIAL TREATMENT SERVICES FOR THE PERIOD OF JULY 1, 2020, THROUGH JUNE 30, 2021, IN THE MAXIMUM AMOUNT OF \$370,000**

WHEREAS, Nevada County desires to make the most appropriate and economical use of facilities to provide comprehensive mental health services to residents of Nevada County; and

WHEREAS, Placer County has the facilities and is certified and staffed to provide inpatient involuntary and voluntary acute care for mentally disordered persons; and

WHEREAS, Nevada County wishes to enter into a renewal contract with Placer County to access the Provider's Psychiatric Health Facility (PHF) and Cornerstone Roseville Crisis Residential Facility.

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 of Nevada and the County of Placer pertaining to the provision of acute psychiatric inpatient hospitalization and crisis residential treatment services for Nevada County's clients for the period of July 1, 2020 through June 30, 2021, for a total maximum amount of \$370,000, 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 disbursed from account: 1589-40110-493-8201/521520.

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 July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

7/28/2020 cc: BH\*  
AC\* (Hold)

8/26/2020 cc: BH\*  
AC\* (Release)  
Placer

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

DESCRIPTION:	Locked Acute In-Patient and Crisis Residential Mental Health Services
CONTRACT NO.	<b><u>HHS000077</u></b>
BEGINS:	July 1, 2020
ENDS:	June 30, 2021
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

---

This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2020, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR wishes to make the most appropriate and economical use of facilities in order to provide comprehensive mental health services to all residents of Nevada County, and the best means of deriving the most appropriate and economical use of facilities available in the region is by contracting with those available facilities for mental health services under provisions of Federal and State Mental Health legislation, and

WHEREAS, COUNTY has the facilities and the ability to be certified and staffed to provide inpatient, involuntary and voluntary acute care for mentally disordered persons, and CONTRACTOR operates a preferred provider network and has entered into, or intends to enter into, agreements with hospitals to provide services to mental health beneficiaries, and

WHEREAS, COUNTY desires to participate in CONTRACTOR'S preferred provider network and to make its facilities and services available to the beneficiaries, subject to the terms and conditions hereof, and CONTRACTOR desires to contract with COUNTY to provide inpatient services for patients referred by CONTRACTOR, 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 Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide CONTRACTOR with psychiatric inpatient services, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, 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 CONTRACTOR or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** CONTRACTOR shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **THREE HUNDRED SEVENTYTHOUSAND DOLLARS (\$370,000)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set

forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to CONTRACTOR will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
  - 5.1. COUNTY shall provide invoices to the CONTRACTOR on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1<sup>st</sup> and June 15<sup>th</sup> shall be received by CONTRACTOR by 5pm June 20<sup>th</sup>, and invoices for actual services provided between June 16<sup>th</sup> and June 30<sup>th</sup> shall be received by CONTRACTOR by 5pm July 15<sup>th</sup>. For all other contracts, invoices for services provided during the month of June shall be received by CONTRACTOR by 5:00 p.m. on July 15<sup>th</sup>. **Exhibit B, titled Payment Provisions** shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. CONTRACTOR will review, approve, and pay all valid invoices within 30 days of receipt.
  - 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by CONTRACTOR or on COUNTY'S letterhead and shall include the contract number, the COUNTY name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Nevada County HHSA Fiscal  
Attn: Accounts Payable  
950 Maidu Avenue  
Nevada City, CA 95959
  - 5.3. **Payment Delay.** Notwithstanding any other terms of this Agreement, no payments will be made to COUNTY until CONTRACTOR is satisfied that work of such value has been rendered pursuant to this Agreement. However, CONTRACTOR will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **ACCOUNTING REQUIREMENTS:** COUNTY shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. COUNTY 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, CONTRACTOR and any other local or private organizations. COUNTY '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 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."



8. **RIGHT TO MONITOR AND AUDIT:** CONTRACTOR, 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. CONTRACTOR, 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. CONTRACTOR will have the right to review financial and programmatic reports and will notify COUNTY of any potential Federal and/or State exception(s) discovered during such examination. CONTRACTOR will follow-up and ensure that COUNTY takes timely and appropriate action on all deficiencies.
9. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
- 9.1. Notwithstanding any other provision of the Agreement, CONTRACTOR will be held harmless by COUNTY from any Federal or State audit disallowance and interest resulting from payments made to COUNTY pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 9.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which COUNTY has received reimbursement for services provided, CONTRACTOR will recoup within 30 days from COUNTY 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 CONTRACTOR applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 9.3. COUNTY shall reply in a timely manner, to any request for information or to audit exceptions by CONTRACTOR, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 9.4. COUNTY will cooperate with CONTRACTOR in any challenge of a disallowance by a Federal or State agency.
10. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
11. **CONTINGENCY OF FUNDING:**
- 11.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to CONTRACTOR; and inclusion of sufficient funding for the services hereunder in the budget approved by CONTRACTOR'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, CONTRACTOR may immediately terminate or modify this contract without penalty. Except in CONTRACTOR'S sole discretion, which discretion may be limited at law, COUNTY agrees and understands that in no event will any of CONTRACTOR'S obligations under this Agreement be funded from any other CONTRACTOR funding source.
- 11.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to CONTRACTOR by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the COUNTY and CONTRACTOR. COUNTY understands that any such amendments to this Agreement may not reflect the

entire amount of any augmentation or reduction in funding provided to CONTRACTOR for the subject services.

12. **TERMINATION:**

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

12.2. In the event CONTRACTOR terminates this Agreement, COUNTY shall 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 COUNTY under this Agreement, CONTRACTOR will pay COUNTY the reasonable value of services rendered by COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNTY and approved by CONTRACTOR as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, CONTRACTOR will not in any manner be liable for lost profits which might have been made by COUNTY had COUNTY completed the services required by this Agreement. In this regard, COUNTY shall furnish to CONTRACTOR such financial and other information as in the judgment of CONTRACTOR is necessary to determine the reasonable value of the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which CONTRACTOR may have in law or equity.

12.3. COUNTY may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to CONTRACTOR. Such notice shall be personally served or given by United States Mail.

13. **STANDARD OF PERFORMANCE:** COUNTY and its contractors identified in Exhibit A – Scope of Services, 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 COUNTY is engaged in the geographical area in which COUNTY practices its profession. All products or services of whatsoever nature which COUNTY and its contractors deliver to CONTRACTOR 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 providing the types of services set forth in Exhibit A. COUNTY shall assure that only competent personnel to perform services pursuant to this Agreement.

14. **LICENSES, PERMITS, ETC.:** COUNTY represents and warrants to CONTRACTOR that it and its subcontractors identified in Exhibit A – Schedule of Services have all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for COUNTY and/or its employees to practice its/their profession. COUNTY represents and warrants to CONTRACTOR that COUNTY shall, 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 COUNTY and/or its employees to practice its/their profession at the time the services are performed.

15. **RECORDS:**

15.1. 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 COUNTY, in relation to this Agreement.

- 15.2. COUNTY will maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CONTRACTOR. COUNTY agrees to provide documentation or reports, compile data, or make its internal practices and records available to CONTRACTOR or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. CONTRACTOR will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 15.3. Upon completion or termination of this Agreement, CONTRACTOR may request COUNTY deliver originals or copies of all records to CONTRACTOR. COUNTY will have full ownership and control of all such records. If CONTRACTOR does not request all records from COUNTY, then COUNTY shall maintain them for a minimum of four (4) years after completion or termination of the Agreement, or as required by law, whichever is greater. If for some reason COUNTY is unable to continue its maintenance obligations, COUNTY shall give notice to CONTRACTOR in sufficient time for CONTRACTOR to take steps to ensure proper continued maintenance of records.
- 15.4. If Agreement is state or federally funded, COUNTY 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 CONTRACTOR or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require COUNTY to expend staff time and/or resources to comply, COUNTY shall be responsible for all such costs incurred as a result of this activity.
16. **BACKGROUND CHECK:** COUNTY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) as well as requiring all contractors identified in this Agreement to be responsible for determining and approving the character and fitness of its employees. Completion of a satisfactory livescan will also be needed if legally required. COUNTY further agrees to hold CONTRACTOR harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or COUNTY 'S actions in this regard.
17. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CONTRACTOR and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CONTRACTOR for any type of employment benefits or workers' compensation or other programs afforded to CONTRACTOR employees. COUNTY 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.
18. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The CONTRACTOR's insurance requirements are a material provision to this Agreement.
19. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 19.1. COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify CONTRACTOR of any discovered instances of breaches of confidentiality. COUNTY shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information. COUNTY agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 19.1.1. HIPAA/ Protected Health Information. If COUNTY is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA



Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity COUNTY performs on behalf of CONTRACTOR, to the extent CONTRACTOR would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, COUNTY is the Business Associate of CONTRACTOR and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

19.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If COUNTY is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity COUNTY performs on behalf of CONTRACTOR, to the extent CONTRACTOR would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, COUNTY is the Qualified Service Organization of CONTRACTOR and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

20. **CONFLICT OF INTEREST:** COUNTY certifies that it has no current business or financial relationship with any CONTRACTOR employee or official, or other CONTRACTOR contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. COUNTY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. COUNTY will establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. COUNTY certifies that no official or employee of the CONTRACTOR, nor any business entity in which an official of the CONTRACTOR has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, COUNTY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the CONTRACTOR.

21. **CONTRACT ADMINISTRATOR:**

- 21.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 21.2. ADMINISTRATOR is responsible for monitoring the performance of the COUNTY in meeting the terms of this Agreement, for reviewing the quality of COUNTY services, notifying CONTRACTOR of any issues that may arise that impact services to be performed.
- 21.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Curtis Budge, Program Manager  
Placer County Adult System of Care  
101 Cirby Hills Dr.  
Roseville, CA 95678  
916.787.8976



22. **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: Phebe Bell, Director  
Nevada County Behavioral Health  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945

23. **NONDISCRIMINATION:** During the performance of this Agreement, COUNTY will comply and assure its contractors 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 unlawfully 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.
24. **ASSIGNMENT:** Except as expressly provided for in this Agreement, COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of CONTRACTOR. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
25. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CONTRACTOR from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CONTRACTOR and CONTRACTOR may cancel any service request.
26. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
27. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CONTRACTOR and COUNTY 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.
28. **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.

***//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:

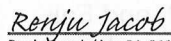
COUNTY OF PLACER ("COUNTY")



Jeffrey S. Brown, Director,  
Department of Health & Human Services

Date: Aug 21, 2020

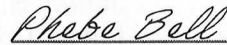
Approved as to Form  
Office of Placer County Counsel



Renju Jacob (Aug 21, 2020 11:07 PDT)

Date: Aug 21, 2020

COUNTY OF NEVADA ("CONTRACTOR")\*



Phebe Bell (Aug 19, 2020 17:38 PDT)

Phebe Bell, Director,  
Nevada County Behavioral Health

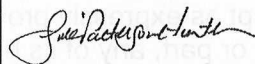
Date: Aug 19, 2020



Heidi Hall (Aug 20, 2020 08:42 PDT)

Heidi Hall, Chair,  
Board of Supervisors

Date: Aug 20, 2020



Julie Patterson-Hunter, Clerk of the Board,  
Board of Supervisors

Date: Aug 20, 2020

Approved as to Form  
Office of Nevada County Counsel



Jamie Hogenson (Aug 21, 2020 08:01 PDT)

Date: Aug 21, 2020

**EXHIBITS:**

- Exhibit A – Scope of Services
  - Exhibit A1 – Admission Procedure
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit
- Exhibit E – Nevada County Inpatient Concurrent Review and Authorization

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**SCOPE OF SERVICES****1. DESCRIPTION OF SERVICES:**

- 1.1 COUNTY shall provide psychiatric inpatient services through its contractors North Valley Behavioral Health, LLC at its Psychiatric Health Facility and Yolo Community Care Continuum at its Cornerstone location to residents of Nevada County over the age of eighteen (18) who are eligible for Mental Health Services under the California Community Mental Health Services Law, in adherence with Title XIX of the Social Security Act, 42 USC in conformance with all applicable Federal and State statutes. Services will be provided, with prior authorization by CONTRACTOR, to eligible persons who may be either on voluntary or involuntary status. The admission, along with the length of stay of each mentally disordered person, shall be determined by the COUNTY'S (or designee) professional staff, in coordination with CONTRACTOR, based on Title 9 Medical Necessity criteria. COUNTY may, but is not required to, provide necessary emergency and non-elective ancillary medical services as part of the inpatient treatment services.

If services required by CONTRACTOR patients exceed COUNTY 'S capabilities, COUNTY may utilize other facilities as mutually agreed upon by the Directors of Mental Health of CONTRACTOR and COUNTY.

It is recognized that to make efficient use of any inpatient facility, the provision of aftercare services is of extreme importance. To this end, it is the responsibility of CONTRACTOR to maintain adequate aftercare services, such that efficient referral to these services may be made part of discharge planning of patients, including transportation, if necessary. CONTRACTOR staff will work with COUNTY 'S staff prior to a patient's discharge to effect an appropriate placement of patients discharged from the COUNTY 'S facility. CONTRACTOR will be responsible for aftercare and placement of all patients (LPS and non-LPS [Lanterman-Petris-Short Act]) covered by this Agreement upon their discharge from COUNTY 'S facility or any subsequent placement facility.

It is understood and agreed that only mentally disordered persons are to be admitted pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of COUNTY, are specifically excluded herefrom.

CONTRACTOR agrees to be responsible for, and triage appropriately, any persons that are referred but do not meet the aforementioned definition of mentally disordered.

- 1.2 Projected Utilization: COUNTY will provide one (1) bed at the PHF on an average daily basis from July 1, 2020 through June 30, 2021.

In addition to the guaranteed minimum purchase of these bed days, CONTRACTOR reserves the right to purchase additional bed days as needed, based upon availability in COUNTY'S facility, at the daily rate described in Section 3 herein.

- 1.3 Coordination: Such services shall be provided by COUNTY for CONTRACTOR patients with input from the CONTRACTOR Mental Health Director or his/her designee. It is the responsibility of COUNTY to assure that the inpatient psychiatric services rendered to patients admitted to COUNTY'S facility are consistent with State and Federal laws, including meeting the requirements of California Department of Health Care Services Informational Notice No. 19-026, Concurrent Review for Authorization of Psychiatric Inpatient Hospitalization. See Appendix X "Inpatient Concurrent Review and Authorization" policy. This policy is subject to periodic revision and may be updated. Documentation of services provided by COUNTY for each patient of CONTRACTOR shall be available for review by CONTRACTOR upon request.

- 1.4 Patient Eligibility: Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable Federal and State laws. Residency in NEVADA COUNTY will be the basic requirement for eligibility for these services. Transients referred by CONTRACTOR in an emergency or involuntary status may also be serviced through this Agreement.
- 1.5 Admissions Procedure: Admissions will be conducted in accordance with the procedures shown in Exhibit A1, Admission Procedures – Nevada County Clients.
- All persons referred for admission to COUNTY'S PHF and Crisis Residential facilities will be medically cleared for admission to a non-medical facility prior to admission to COUNTY'S facility, in accordance with the respective contracted PHF and Crisis Residential provider admission criteria and procedures. This medical clearance will be provided directly or indirectly and payment arranged or provided by CONTRACTOR. Criteria and requirements for medical clearance will be approved by COUNTY. All transportation costs to and from COUNTY'S facility for medical care and clearance are the responsibility of CONTRACTOR.
- CONTRACTOR understands and accepts that patients are encouraged and permitted to sign in as a voluntary commitment when possible pursuant to Welfare & Institutions Code Section 5250(c). A voluntary commitment does not relieve CONTRACTOR of its financial responsibility to reimburse COUNTY for such commitments.
- 1.6 Coordination of Care: CONTRACTOR and COUNTY agree that both of their clinical staffs will fully communicate and cooperate with each other and COUNTY'S contractors NVBH and YCCC 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 and to this end may freely exchange, as necessary for the coordination of care, such patient information as a unitary treatment program.
- CONTRACTOR will be primarily responsible for development and implementation of discharge planning and for arranging placement after COUNTY'S staff determines that a patient is ready to be discharged from the inpatient psychiatric unit.
- 1.7 Jail Referrals: As needed, CONTRACTOR'S Sheriff's Office may be required to provide a security guard to remain on the Cirby Hills premises outside of the locked PHF unit for those persons admitted from Nevada County Jail and still in custody but for their inpatient status. Security Guard is defined as a Deputy Sheriff from Nevada County or one assigned by the Placer County Sheriff's Office. The ability for Nevada County to use Placer County deputies shall be contained under a separate agreement. The security guard may be removed if the PHF treatment team makes a determination that a deputy is not required to remain on premises. Prior to a security guard being released, COUNTY, or PHF contractor North Valley Behavioral Health, shall request and receive permission from CONTRACTOR. CONTRACTOR recognizes that the COUNTY'S PHF is not a jail unit and that while security measures will be taken for jail inmates, COUNTY cannot guarantee security from escape.
- 1.8 Crisis Residential Treatment Services: COUNTY shall upon request of CONTRACTOR, provide Crisis Residential Treatment Services to CONTRACTOR at the Cornerstone facility, which is adjacent to the Psychiatric Health Facility described herein. In accordance with California Code of Regulations, Section 1810.208, "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and



apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours per day, seven days per week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

2. **REFERENCES TO LAWS AND RULES:**

- 2.1 All references in this Agreement to the California Code of Regulations, Welfare and Institutions Code, the California Mental Health Services Act, and to other laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement and are agreed to be binding on both parties of this Agreement.
- 2.2 COUNTY agrees to comply with all applicable provisions of Title 9 and 22 of the California Code of Regulations.

3. **DESIGNATION OF COUNTY TO INVOLUNTARILY DETAIN MENTALLY DISORDERED PERSONS FOR TREATMENT AND EVALUATION:**

- 3.1 Sections 5150 et seq. of the Welfare and Institutions Code provide that CONTRACTOR may designate facilities to provide for involuntary treatment and evaluation of persons who are mentally disordered.
- 3.2 CONTRACTOR shall be responsible to designate COUNTY and its CONTRACTOR North Valley Behavioral Health and CONTRACTOR staff authorized to complete application for the involuntary detention of mentally disordered persons pursuant to Welfare and Institutions Code 5150 et seq.
- 3.3 Pursuant to the terms of this Agreement and commencing on the date that this Agreement is in effect, COUNTY through its CONTRACTOR North Valley Behavioral Health shall be designated as a facility to involuntarily detain mentally disordered persons for treatment and evaluation.
- 3.4 This designation shall be rescinded at the discretion of CONTRACTOR's Behavioral Health Director.
- 3.5 This designation shall continue in effect during the life of this Agreement, subject to the following conditions.
  - 3.5.1 COUNTY through its CONTRACTOR North Valley Behavioral Health shall meet such requirements as the State Director of Mental Health shall establish by regulation, as well as other legal requirements, and shall maintain all applicable current licenses.
  - 3.5.2 COUNTY through its CONTRACTOR North Valley Behavioral Health must meet those requirements and standards set forth in Division 5, Welfare and Institutions Code, and Title 9, California Code of Regulations.
  - 3.5.3 COUNTY and its CONTRACTOR North Valley Behavioral Health shall show no gross violations of clinical practice and/or safety precautions relevant to the class of persons for whom the designation applies, even though the violations may not be explicitly covered by licensing standards. Any such gross violations, as determined by CONTRACTOR Behavioral Health Director or designee, can result in discontinuance of the designation within and in accordance with California State Department of Social Services (Licensing and Certification); DHCS; Welfare and Institutions Code, JCAHO Regulations, California Code of Regulations, and other applicable laws.
  - 3.5.4 COUNTY agrees to assume the full responsibility for assuring appropriate beneficiary care and accepts all legal obligations relevant thereto.

- 3.5.5 COUNTY shall allow CONTRACTOR's Behavioral Health Director or designee to review COUNTY through its CONTRACTOR North Valley Behavioral Health for designation. Review shall consist of at least the following: analysis of reports; site visits; and medical records review, including utilization review and the safeguarding of Patients' Rights.
- 3.5.6 COUNTY shall notify CONTRACTOR's Behavioral Health Director of any changes relating to the criteria for designation.
- 3.5.7 COUNTY agrees that once it initiates a Detainment Period (72 hours, 14 days, 180 days, etc.), it will not terminate said period because the beneficiary involved is unable to arrange for payment for his/her care.
- 3.5.8 COUNTY agrees that, should it decide to terminate care at the end of a Detainment Period even though the beneficiary still needs care, it will arrange for the transfer of the beneficiary to a facility where the indicated level of care is available and permitted by law. CONTRACTOR agrees to be financially responsible for costs pertaining to these transfers.
- 3.5.9 COUNTY agrees to submit all required reports in a timely manner to CONTRACTOR's Behavioral Health Patients' Rights Advocate.

COUNTY shall comply with all requirements of the Certification Review Hearings and Capacity Hearings as specified in the Welfare & Institutions Code. Specifically, COUNTY shall provide an appropriate location to conduct various hearings and shall designate a person to present evidence in support of the particular hearing. This person shall be designated by the Placer County Director of Adult System of Care.

### Admission Procedure

Nevada County Clients  
Placer County Psychiatric Health Facility  
101 Cirby Hills Drive, Roseville, California

---

**POLICY:** Placer County will admit Nevada County Medi-Cal eligible and indigent clients to the Placer County Psychiatric Health Facility (PHF) pursuant to the contractual agreement between Placer and Nevada Counties for in-patient psychiatric services. The following procedure has been developed as a guideline to assist Nevada County in placing their clients at the Placer County PHF.

**PURPOSE:** To detail the admissions process of Nevada County Medi-Cal eligible and indigent clients to the Placer County PHF.

**PROCEDURE:** All potentially eligible Nevada County clients shall be processed through the following admissions procedure:

- ❑ All Nevada County clients must be medically cleared in the ER prior to admission to the Placer County PHF. For the benefit of the emergency room physician, Placer County's minimum requirements for medical clearance may be obtained by calling the PHF directly at 916-787-8900. This clearance will usually be accomplished at a medical facility in Nevada County.
- ❑ Once the client is medically cleared, the Nevada County mental health worker will complete a 5150 evaluation to determine if the client meets criteria for a psychiatric hold.
- ❑ If the client meets criteria and is in need of psychiatric hospitalization, the Nevada County worker will contact the PHF and fax current admission documents required by the PHF Contractor for review and concurrence.
- ❑ Once the PHF provider has made the determination to admit the client to the PHF, the Nevada County worker will arrange for an ambulance to transport the client to the PHF. The ambulance service must stay at the PHF until admission.
- ❑ If the client is not admitted to the PHF for any reason, the Nevada County worker will be responsible for locating a facility that will admit the client as determined necessary.

**PAYMENT PROVISIONS**

1. **PAYMENTS:** Psychiatric Health Facility Services: Payment shall be made to COUNTY for the number of days guaranteed under this contract, plus any days used in excess of the guaranteed minimum and all ancillary charges. NEVADA COUNTY shall pay COUNTY for both guaranteed days and excess days at the rate of **\$946** per patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: all hospital costs including room and board, medications, psychiatrist's time, laboratory work and court costs. In accordance with Section 1.7 herein, jail referrals who are the sole occupant of a PHF room shall be billed at two times the daily rate. For patients who are NEVADA COUNTY Medi-Cal beneficiaries, the NEVADA COUNTY will be charged the SCHEDULE OF MAXIMUM ALLOWANCES (SMA) rate less a credit for payment due from Medi-Cal Federal Financial Participation (FFP). COUNTY shall invoice NEVADA COUNTY quarterly in arrears for number of guaranteed bed days reserved under this contract plus any bed days used in excess of this amount.
2. Crisis Residential Services (Cornerstone): NEVADA COUNTY shall pay COUNTY at the rate of **\$344.00 (\$282 per day plus \$62 room and board/ancillary)** per patient/per day or portion of day, including the day of admission and excluding the day of discharge, inclusive of 24 hours a day, seven days a week treatment services, and room and board.
3. NEVADA COUNTY agrees to assume liability for payment of medical services if patient must see a specialist or requires emergency room services. NEVADA COUNTY shall reimburse the cost of additional staff in cases where one-on-one staffing is required for management of client care, which COUNTY will notify NEVADA COUNTY of such needs as they arise.
4. In addition, NEVADA COUNTY shall reimburse COUNTY for transportation costs incurred by COUNTY in implementing a discharge plan authorized by NEVADA COUNTY. In consideration for COUNTY providing transportation for NEVADA COUNTY patients, NEVADA COUNTY shall pay COUNTY **\$15.00** per hour/per driver plus mileage expense, up to a maximum of \$1,000.00 during the term of the Agreement. Mileage expense, when requested to travel to meet contractual obligations, shall be reimbursed at the non-taxable per mile rate permitted by the Internal Revenue Service (IRS) as promulgated from time-to-time in IRS regulations.
5. Regardless of a patient's County Medi-Cal eligibility, NEVADA COUNTY is responsible for payment in full for COUNTY'S services provided to patient as authorized by NEVADA COUNTY.
6. PLACER COUNTY will not bill a patient or insurance other than Medi-Cal directly for any services, such as unmet share of cost, deductibles, etc.
7. There is no administrative day rate. Payment is due from NEVADA COUNTY for each day of inpatient psychiatric service, excluding day of discharge.



**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS****1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

2. **INSURANCE:** PLACER COUNTY understands and agrees to the following: in accordance with Government Code section 990 and Labor Code Section 3700, the CONTRACTOR has elected to self-insure or participate in risk pools for general, auto, medical malpractice, and worker's compensation liabilities. Under this form of insurance, the CONTRACTOR and its employees acting in the course and scope of employment are covered for tort and worker's compensation liability arising out of official CONTRACTOR business and only in connection to this agreement to include operating motor vehicle for official CONTRACTOR business (California Vehicle Code Section 17000 and 17001). All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board, Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link:  
<https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>

CONTRACTOR understands and agrees to the following: in accordance with Government Code section 990 and Labor Code Section 3700, PLACER COUNTY has elected to insure, self-insure, or participate in risk pools for general, auto, medical malpractice, and worker's compensation liabilities. Under this form of insurance, PLACER COUNTY and its employees acting in the course and scope of employment are covered for tort and worker's compensation liability arising out of official PLACER COUNTY business and only in connection to this agreement to include operating motor vehicle for official PLACER COUNTY business (California Vehicle Code Section 17000 and 17001). All claims against PLACER COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board (Gov. Code Section 900, et. Seq.).

**Reporting Exhibit****1. RECORDS AND REPORTS:**

- 1.1 PLACER COUNTY shall maintain accurate accounting records of its costs and operating expenses as well as a record of all revenues received applicable to services rendered to eligible patients during the period of this Agreement. Such records of revenues, costs, and expenditures shall be open to inspection, within the reasonable time limits of record retention, by NEVADA COUNTY, the State Controller, the State Director of Mental Health, and the U.S. Secretary of the Department of Health and Human Services, or any of their deputies.
- 1.2 Medical records of each patient shall be kept and shall include evaluative studies and records of services provided in sufficient detail to make possible an evaluation by NEVADA COUNTY of the services, and shall be in accordance with rules and regulations of the Community Mental Health Services Act.
- 1.3 PLACER COUNTY shall maintain beneficiary records and notes. Appropriate beneficiary information will be available to NEVADA COUNTY upon beneficiary discharge to be incorporated into the Mental Health case record as determined by the NEVADA COUNTY. Such records and information shall be provided each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records, applicable legal requirements and recognized standards of professional practice. In the event NEVADA COUNTY requires extensive medical record information, PLACER COUNTY may charge Twenty-Five Cents (\$.25) per copy plus Sixteen and No/100 Dollars (\$16.00) per hour or fraction thereof for PLACER COUNTY'S actual labor time incurred to photocopy medical records. This does not preclude NEVADA COUNTY from photocopying medical records at no charge.
- 1.4 PLACER COUNTY shall retain all beneficiary records for seven (7) years.
- 1.5 PLACER COUNTY shall maintain statistical records and submit reports as required by NEVADA COUNTY on or before the fifth working day of each month. All such records shall be available for inspection by auditors designated by county or state, at reasonable times during normal business hours.
- 1.6 Statistical and financial records shall be retained for four (4) years or until program review findings and/or audit findings are resolved, whichever is later.
- 1.7 ANNUAL COST REPORT: PLACER COUNTY will provide NEVADA COUNTY with an annual cost report on the form required by the DHCS and county, no later than 30 days following the previous State fiscal year.
- 1.8 Professional records shall be interchangeable between PLACER COUNTY and NEVADA COUNTY in order to support and establish a high level of clinical services and continuity of care and aftercare services in accordance with the Welfare and Institutions Code, Section 5328(a) and (b). All such records shall be confidential.

**Nevada County Inpatient Concurrent Review and Authorization**

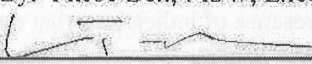
P&amp;P 519

Original: 8/1/2019

Revision: 2/5/2020

Page 1 of 7

**NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT**

P&P No: 519	Approved By: Phebe Bell, MSW, Executive Director 
Subject: Inpatient Concurrent Review & Authorization	
Effective Date: 8/1/2019 Revisions: 2/5/2020	

**PURPOSE**

Licensed clinicians review and authorize all requests for psychiatric inpatient hospital or psychiatric health facility (PHF) services for child, adolescent, and adult Medi-Cal beneficiaries for all contracted psychiatric inpatient hospitals, out of county hospitals providing services to county beneficiaries, Psychiatric Health Facilities, and non-contracted hospitals within the county.

**POLICY**

Nevada County Behavioral Health (NCBH) will ensure that authorization for reimbursement of psychiatric inpatient hospital and Psychiatric Health Facility services are conducted in accordance with the above authorities and available 24 hours per day, 7 days per week.

**POLICY DEFINITIONS**

**Medical Necessity** is a set of criteria established in CCR, Title 9, § 1820.205:

Admission:

(1) Must have an included DSM 5/ICD 10 diagnosis (Inpatient Included List) AND

(2) Both the following criteria:

(A) Cannot be safely treated at a lower level of care AND

(B) Requires psychiatric inpatient hospital services

1. Has symptoms or behaviors due to a mental disorder that (one or more of the following):

a. Represent a current danger to self, others, or significant property destruction.

b. Prevent the beneficiary from providing for, or utilizing, food, clothing or shelter

c. Present a severe risk to the beneficiary's physical health

d. Represent a recent, significant deterioration in ability to function

2. Require admission for one of the following:

a. Further psychiatric evaluation

b. Medication treatment

c. Other treatment that can be reasonably provided only if the patient is hospitalized

Policy #519 Inpatient Concurrent Review & Authorization

Continued stay services:

- (1) Continued presence of indications that meet the admission medical necessity criteria
- (2) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization
- (3) Presence of new indications that meet medical necessity criteria
- (4) Need for continued medical evaluation or treatment that can only be provided if the beneficiary remains in a hospital

Additional Restrictions for PHF Admission:

California Code of Regulations, Title 22 § 77113 limits diagnoses for PHF admission:

- Major mental disorders only
- No admissions when the primary diagnosis is an Eating Disorder
- No admissions when the primary diagnosis is a Substance Use Disorder, Substance intoxication, withdrawal, or detoxification, or substance-induced delirium

California Code of Regulations, Title 22 § 77135 limits medical conditions for PHF admission:

- No admission of patients with known reportable communicable disease
- No admission of patients with injuries or diseases that require inpatient medical care.
- Admission of patients with injury or disease that would ordinarily be treated on an outpatient basis only if the facility has appropriate policies, procedures and resources to ensure the safety of other patients and staff

Concurrent Authorization is permission from the county to a provider to deliver specific services in a specified time frame. It is an agreement to pay for those services when the written record documents that the services were medically necessary. Concurrent authorization must occur immediately upon receipt of information necessary to establish medical necessity. Concurrent authorization is prospective, meaning it applies to services on the day of decision and future service dates.

Retrospective Authorization is a review of the record and a payment authorization determination after the service is provided. Retrospective Authorization is permitted in the following *limited circumstances* when concurrent authorization is not possible:

- When Medi-Cal eligibility is determined retroactively after the service was provided
- When errors in the Medi-Cal Eligibility Data System (MEDS) are identified after the service
- When a beneficiary fails to identify a payor, which is later determined to be Medi-Cal
- When a beneficiary has more than one health care coverage and a payment determination cannot be made until after the service has been provided and another

Policy #519 Inpatient Concurrent Review & Authorization



payor processed a claim

## **PROCEDURE**

### **A. Notification of Admission**

1. When a facility admits a Nevada County resident who is a Nevada County Medical beneficiary for Psychiatric Inpatient Hospital Services or Psychiatric Health Facility (PHF) Services, the admitting facility must notify NCBH at 530-470-2458 as soon as possible upon admission.
  - a. When a beneficiary has relocated out-of-county, Nevada county may not be financially responsible for the care of the beneficiary, even if the State's MEDS file lists Nevada County as the county of responsibility
  - b. Admitting facilities must identify the beneficiary's residence address, which will help determine the current county of responsibility
  - c. In certain instances, with approval of the Staff Psychiatrist, a Nevada county beneficiary may be transported back to Nevada county for acute care. In these instances, NCBH will authorize acute care until transportation can be arranged.
2. Emergency psychiatric services do not require authorization for the day of admission, provided the beneficiary meets medical necessity criteria.
3. Prompt notification is required so that NCBH staff may provide concurrent authorization for continued stay days, without which claims for continued stay will be denied.

### **B. Concurrent Review and Authorization**

1. When requests for authorization for a hospital/PHF admission are received by NCBH, they are reviewed by the NCBH or contracted staff during regular business hours, Monday through Friday and after business hours.
2. The hospital/PHF calls the county's designated line to request admission authorization.
3. The hospital/PHF transmits reasonably necessary clinical documentation to determine medical necessity to the County for review. Refer to Attachment A – Documentation Checklist.
4. Documentation received by the county is considered a formal authorization request. The hospital/PHF is required to notify NCBH of the type of authorization they are requesting (acute or administrative day) when they transmit the written documentation. The hospital cannot modify what they are requesting once a final determination has been made. If a denial is issued the hospital/PHF may appeal the denial decision as described in the NOABD that will be sent with the denial.
5. Clinical documentation is reviewed by a licensed clinical staff and an authorization determination is made based on Title 9 Medical Necessity Criteria.
  - a. Any beneficiary awaiting transfer to another hospital will be prioritized.
  - b. Hospitals/PHFs will receive an authorization decision within twenty-four hours of the county's receipt of required clinical information, including determinations for each individual day if documentation is batched as

Policy #519 Inpatient Concurrent Review & Authorization

described in #12 below.

6. In addition to addressing Title 9 Medical Necessity Criteria, documentation and review will include discharge planning per policy #218 and policy #218.1.
7. NCBH designated staff will document clinical information regarding the concurrent review.
8. All denials are made by the NCBH designated staff and are based upon not meeting the criteria for Title 9 Medical Necessity. The provider making the determination shall have the appropriate expertise to treat the condition of the beneficiary receiving the denial.
9. If approved, clinical staff will generate an authorization number for the request and complete the authorization notification form as described in Section F below.
10. If denied, clinical staff will complete the authorization notification form and issue a Notice of Adverse Benefit Determination (NOABD) and hospital denial letter.
11. The county will complete concurrent reviews at a frequency consistent with the clinical status of the beneficiary, the County's ability to evaluate medical necessity and appropriateness, and the efficiency of psychiatric inpatient hospital and psychiatric health facility services. Following the initial admission, the hospital/PHF in consultation with the county may elect to batch documentation for up to five days of hospital stays for review and authorization by county staff. The county will evaluate medical necessity separately for each day requested. Concurrent review for all days requested should be completed prior to discharge.
12. In the case of concurrent review, care will not be discontinued until the beneficiary's treating provider(s) has been notified of the NCBH decision and a care plan has been agreed upon by the treating provider that is appropriate for the medical needs of the beneficiary.
13. In cases where NCBH determines it will terminate, modify, or reduce services, NCBH will notify the beneficiary, in writing, of the adverse benefit determination prior to discontinuing services.

#### **C. Emergency Admission Requirements**

NCBH does not require prior authorization for an emergency admission for psychiatric inpatient hospital services or to a psychiatric health facility, whether the admission is voluntary or involuntary, and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize, food, shelter, or clothing. Upon notification by a hospital, NCBH will authorize payment for out-of-network services when a NCBH beneficiary with an emergency psychiatric condition is admitted to a hospital or PHF, to receive psychiatric inpatient hospital services or PHF services. After the date of admission, hospitals must request authorization for continued stay services for the beneficiary subject to concurrent review by NCBH.

#### **D. Notification of Authorization or Denial**

1. A verbal notification of the authorization or denial may be given to the hospital/PHF.

Policy #519 Inpatient Concurrent Review & Authorization

2. Decisions to approve, modify, or deny provider requests for authorization concurrent with the provision of Specialty Mental Health Services to beneficiaries will be communicated to the beneficiary's treating providers, including both the hospital and treating physician, in writing, within 24 hours of the decision.
3. If days are denied, the county will transmit the NOABD to the beneficiary and signed copy of the denial letter to the provider within the timeframe required in Information Notice 19-026.
  - a. The NOABD will be mailed to the client within two (2) business days of the determination.
  - b. NCBH designated staff will document and track turnaround times.

**E. Expedited Review of Denial**

1. An Expedited Review of the denial may be requested by the attending physician.
2. For an Expedited Review to occur, the beneficiary must still be an inpatient at the facility at the time of the review. If not, the case should utilize the appeal process.
3. Within 2 business days of receipt of the clinical documentation, the NCBH Medical Director reviews the request for Title 9 Medical Necessity and makes a determination to uphold or overturn the denial.
4. County staff will document the decision, including any additional clinical information provided that affected the decision.
5. If the NCBH Medical Director reverses the denial and authorizes reimbursement for the hospital, the designated licensed clinician will be notified of the decision.
  - a. NCBH staff will document the authorization and notify the treating hospital of the new determination.
  - b. If the denial is upheld, the facility may still utilize the appeals process.

**F. Authorization of Administrative Days**

1. A county licensed clinician will authorize inpatient Administrative Days claimed by a hospital in accordance with DHCS MHSUDS Information Notice 19-026 and current County Policy.
2. Beneficiaries 18 years and older, who no longer meet Acute Care criteria, but who are waiting for discharge to a 24 hour care setting, Crisis House, Long Term Care (LTC), or Skilled Nursing Facilities (SNF), must meet Administrative Day criteria.
3. Beneficiaries under 18 years old, who no longer meet Acute Care criteria, but who are waiting for discharge to a placement facility such as Short Term Residential Therapeutic Program (STRTP), must meet Administrative Day Criteria.
4. Documentation of the discharge plan and any required actions by the hospitals (documentation of five calls per week for SNF placement and daily calls for START facilities) will be documented by the NCBH designated staff.
5. Beneficiaries on Administrative Days will be reviewed at a frequency appropriate to their clinical status.

Policy #519 Inpatient Concurrent Review & Authorization

6. If the discharge plan changes and the patient no longer meets Administrative Day criteria, further authorization will be denied.
  - a. The hospital will be notified and a NOABD will be sent to the facility and the beneficiary.
7. If a beneficiary's status changes and the hospital is requesting a return to an Acute level of care from Administrative Days, the hospital must transmit the required clinical documentation to the NCBH that supports medical necessity for Acute level of care and specifies the type of authorization they are requesting within 1 business day.
  - a. The county licensed clinician will review any request for the beneficiary's status to change from Administrative to Acute level of care.
  - b. The treating Psychiatrist may, at any time, request a peer review with the county designated physician to discuss a status change.

#### **G. Discharge and Treatment Authorization Request for Payment**

1. NCBH licensed clinician will close out the assignment when the beneficiary is discharged from the hospital.
2. If a Treatment Authorization Request (TAR) form is required for payment, the hospital/PHF submits a TAR at the time of admission.
3. At the end of the authorized stay, the TAR is reviewed and signed by a licensed clinician with NCBH.
4. The TAR will be signed by the licensed clinician and be submitted to the NCBH Fiscal Analyst within 14 calendar days from receipt.
5. The final confirmation and approval of all Inpatient Hospital Services will be completed when the Treatment Authorization Request (TAR) is received from the hospital/PHF.
6. The hospital is required to submit the TAR to the County per Title 9 regulations.
7. County staff record receipt of all TARs in the TARs database.
  - a. If a TAR has been altered in any way, the TAR is returned to the hospital and a new TAR is requested from hospital.
  - b. Staff and hospitals are notified within one business day of any errors and monitored on a monthly basis for adherence to this policy.
  - c. Upon resubmission, the County reviews and submits TAR to NCBH Fiscal Analyst if complete.
  - d. If hospital/PHF staff noncompliance continues, the Clinical Manager or designee notifies the hospital's Quality Improvement department to discuss further.
8. Inpatient Professional Services will not be authorized for adult inpatient hospitalizations that are not authorized.

#### **H. Retrospective Review & Authorization**

1. The NCBH licensed clinician will perform Retrospective reviews only for inpatient services that were not concurrently authorized due to the following reasons: a natural disaster, circumstances beyond the provider's control, delayed certification of eligibility by the County Welfare Department, other coverage

Policy #519 Inpatient Concurrent Review & Authorization



- denied payment of a claim for service, communication with the field office consultant could not be established or the beneficiary concealed Medi-Cal eligibility at the time of admission.
2. Retroactive review packets must be submitted within 4 months of the notification of the beneficiary's Medi-Cal eligible status or from the date on beneficiary's primary insurance denial, or EOB.
  3. The Retroactive review packet must include a completed TAR, the complete medical record for the dates of service for which authorization is being requested, and a letter of explanation for not obtaining prior authorization.
  4. Retroactive reviews will be denied administratively without clinical review if the Retroactive review process is requested beyond the above timelines or for circumstances other than those listed above. Circumstances such as employee negligence, misunderstanding of program requirements, illness or absence of employees trained to prepare requests for review or delays by the US Postal Service do not meet the guidelines for Retroactive review per Title 9 guidelines.
  5. Hospital will be informed of the authorization determination on the TAR. Any applicable NOABDs will be mailed to the client within two (2) business days of the determination.

**REFERENCES:**

- Code of Federal Regulations, Title 42, §438.210, §438.330, §438.608
- California Code of Regulations, Title 9, §1820.100 – 1820.230
- California Code of Regulations, Title 22, §77113, §77135
- California Health and Safety Code (HSC) §1367.01
- Contract with Department of Health Care Services (DHCS), Exhibits A, B
- MHSUDS Information Notice 19-026