

## **CONTRACTOR Information**

**Contract: Neuropsychological Associates of California - A Psychological Services Corporation**

**Name: Carolyn Crimmins, Psy.D.**

**Title: Director**

**Address (Street): 1260 Dutton Ave., #225**

**City, State ZIP: Santa Rosa, CA 95401**

**Program Name: Psychological Services**

### **Additional Exhibits:**

Exhibit A                      Description of Services For Psychological Services

Exhibit B                      Payment Terms FY 2016-17

Exhibit C                      Business Associate Agreement

Attachment A                Psychologist's Declaration

Attachment B                Recommendation for Conservatorship

**Contract MAX: \$35,000.00**

**Contract Max: Thirty Five Thousand Dollars**

**Contract Start Date: January 5, 2017**

**Contract End Date: June 30, 2017**

**Contract BOS Date:**

**This amount is contingent upon funding availability through the State of California for mental health services. COUNTY will notify CONTRACTOR within 15 business days if funding through the State of California is no longer available. CONTRACTOR will not be obligated under this contract to provide services without payment by the COUNTY.**

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**AGREEMENT BETWEEN COUNTY OF LAKE AND  
NEUROPSYCHOLOGICAL ASSOCIATES OF CALIFORNIA - a  
PSYCHOLOGICAL SERVICES CORPORATION FOR PSYCHOLOGICAL  
SERVICES FOR FISCAL YEAR 2016-17**

**THIS AGREEMENT**, is entered into this 5th day of January, 2017, by and between County of Lake, hereinafter "COUNTY" and Neuropsychological Associates of California - a Psychological Services Corporation, hereinafter "CONTRACTOR."

**RECITALS**

**WHEREAS**, Lake County Behavioral Health provides mental health services to residents of Lake County; and

**WHEREAS**, the Board of Supervisors of Lake County has determined that its mental health plan requires a licensed professional to perform psychological services on Lake County Medi-Cal beneficiaries; and

**WHEREAS**, Lake County Behavioral Health desires to utilize the services of private-sector professional providers for psychological services; and

**WHEREAS**, CONTRACTOR is a licensed clinical neuropsychologist in the State of California and is qualified and willing to provide said services; and

**WHEREAS**, CONTRACTOR has appropriate qualifications and experience to provide said services and desires to enter into this AGREEMENT with COUNTY upon the provisions hereinafter set forth;

**NOW, THEREFORE**, based on the foregoing recitals, it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in **Exhibit A** and CONTRACTOR accepts such engagement on the General Terms and Conditions hereinafter specified in this AGREEMENT. The Additional Provisions are described within the Exhibits, attached hereto and made part of this AGREEMENT by the following reference:

Exhibit A	Description of Services For Psychological Services
Exhibit B	Payment Terms FY 2016-17
Exhibit C	Business Associate Agreement
Attachment A	Psychologist's Declaration
Attachment B	Recommendation for Conservatorship
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**I.**  
**CONTRACTOR'S RESPONSIBILITIES**

1. **PROFESSIONAL SERVICES:** CONTRACTOR will serve as Neuropsychologist, as defined in **Exhibit A** entitled, “**Description of Services-LPS Conservatorship Evaluations**”, for Lake County Behavioral Health to provide evaluations and reports to the court regarding conservatorships. As authorized by LCBH, CONTRACTOR shall complete **Attachment A**, entitled “**Psychologist’s Declaration**”, and **Attachment B**, entitled “**Recommendation for Conservatorship**”. CONTRACTOR’S services are subject to the following conditions:
  - a) Authorization of client by LCBH: CONTRACTOR will provide services to the client(s) authorized by LCBH Director or designee to receive services from CONTRACTOR.
  - b) Authorization of services provided: CONTRACTOR will provide to the authorized client(s) the service(s) previously authorized by LCBH for provision to that/those specific client(s).
  - c) Conflict of Interest: CONTRACTOR will seek and accept payment for the services provided to authorized clients only from LCBH.
  - d) Nondiscrimination: CONTRACTOR will not serve LCBH clients, as such, any differently from the way he/she serves other clients. CONTRACTOR will not discriminate against LCBH clients in the provision of services with respect to the quality or services or manner of client interaction with CONTRACTOR. Identity of LCBH clients as such will not be disclosed by CONTRACTOR or CONTRACTOR’s staff, to CONTRACTOR’s other patients, professional peers, or any other party except as required by law.
  - e) Standard of Care: In providing services to LCBH clients, CONTRACTOR will adhere to the prevailing professional standards within his/her category of licensure and areas of special expertise. These standards will apply without limitation by exception, with respect to the quality of services provided, observance of patients’ rights, patient confidentiality, and records maintenance.
  - f) Scope of Practice: CONTRACTOR will provide to LCBH clients only those services legally permitted within the scope of his/her professional licensure. During the term of this AGREEMENT, the CONTRACTOR will maintain his/her license in good standing.
  - g) Payment in Full: The payment rates specified in COUNTY Responsibilities 1(a) of this Contract, will be accepted by CONTRACTOR as payment in full for authorized professional services provided to LCBH clients as described in **Exhibit B**, entitled “**Payment Terms Fiscal Year 2016-17**”.
  - h) Supervision: CONTRACTOR is responsible for supervision of psychotherapy by other providers at LCBH.

- i) Claims must be submitted within (60) days of the service being provided.
- j) Payment will be authorized for valid claims if:
  - o Services were requested by LCBH.
  - o Services were in accordance with contract agreement.
- k) Invoice shall be sent to:

Lake County Behavioral Health  
PO Box 1024  
Lucerne, CA 95458

- 2. DOCUMENTATION: CONTRACTOR will develop and maintain client LCBH records as required by law, plus additional data sets reasonably required by LCBH. Such information includes but is not limited to that required to produce evaluations for conservatorship.
- 3. INSPECTIONS AND AUDITS: Consistent with confidentiality provisions of Section 5328 of the Welfare and Institutions Code, any authorized representative of the COUNTY shall have reasonable access to the books, documents, and records, including medical and financial records or examination during the periods of retention set forth in the Documentation paragraph of this AGREEMENT. The COUNTY representative may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are provided.
- 4. PROBLEM RESOLUTION/APEALS PROCESS: Except as specifically provided by law, CONTRACTOR will employ LCBH's provider problem resolution and appeals process. CONTRACTOR will comply with LCBH's process for managing client grievances. (LCBH Policy and Procedures #II.G-8).
- 5. CONTRACTOR QUALIFICATIONS: CONTRACTOR represents and warrants that he/she meets the provider qualifications specified at California Code of Regulations Title 9, article 11, Section 1810.435, CA W & I 5361 any training or certification standards for provision of special services beyond the basic services permitted by his/her licensure classification and any additional requirements LCBH may reasonably impose respecting CONTRACTOR's ability, fitness, and willingness to provide appropriate services in a safe, effective manner. CONTRACTOR further represents and warrants that he/she will meet those requirements for the duration of the term of this AGREEMENT and that if for any reason he/she becomes aware that he/she fails to meet any requirement during the term of this AGREEMENT, he/she will so notify LCBH within one (1) working day by telephone and document facsimile transmittal. Upon receipt of such notice, LCBH may at its option take such action as it deems necessary.
- 6. ADHERENCE TO APPLICABLE LAW: CONTRACTOR will adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal

and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the HITECH Act of 2010. CONTRACTOR will make his/her best efforts to preserve data integrity, and the confidentiality of protected health information.

7. CONTRACTOR will abide by **Exhibit C**, entitled “**Business Associate Agreement**”.

## II. COUNTY’S RESPONSIBILITIES

CONTRACTOR REIMBURSEMENT: COUNTY will reimburse CONTRACTOR for provision of authorized professional mental health services to LCBH clients. Reimbursement is as described in **Exhibit B**, entitled “**Payment Terms Fiscal Year 2016-17**”.

- a) COUNTY will reimburse CONTRACTOR for conservatorship evaluations at the rate of **Three Hundred Dollars (\$300.00) each**; for clinical supervision at the rate of **Two Hundred Dollars (\$200.00) per hour**; and for contested conservatorship cases at the rate of **Two Hundred Dollars (\$200.00) per hour** for additional work performed over the initial conservatorship evaluation, up to a maximum contract amount of **Thirty Five Thousand Dollars (\$35,000.00)**. CONTRACTOR invoices shall be submitted to the Department’s fiscal unit and not more than one invoice shall be processed per calendar month.
- b) Timely Payment: CONTRACTOR’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be based on the cost for services performed prior to the invoice date, and shall be itemized and formatted to the satisfaction of the COUNTY.
- c) Provision of Coverage: In the event CONTRACTOR shall be unable to provide services due to factors beyond his/her control, LCBH shall retain the authority to contract with other practitioners.

## III. TERM

**This AGREEMENT shall commence on January 5, 2017, and shall terminate on June 30, 2017, unless earlier terminated as hereinafter provided.**

## IV. DUE PERFORMANCE - DEFAULT

Each party to this AGREEMENT undertakes the obligation that the other’s expectation of receiving the performance due under the terms of this AGREEMENT will not be impaired. 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. If the party in default does not cure the default within

thirty (30) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision 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 time period. No such notice shall be deemed a termination of this AGREEMENT, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

## **V. TERMINATION**

This AGREEMENT may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY upon sixty (60) days written notice to CONTRACTOR.
- C. By CONTRACTOR upon sixty (60) days written notice thereof to County.

Upon termination prior to the full and satisfactory completion of CONTRACTOR's performance under this AGREEMENT, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in provision II of this AGREEMENT, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this AGREEMENT.

## **VI. INSURANCE**

CONTRACTOR shall not commence work under this AGREEMENT until he/she has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to COUNTY.

Any failure of CONTRACTOR to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire AGREEMENT.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this AGREEMENT by CONTRACTOR and prior to commencement of work hereunder.

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A. **Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit coverage per occurrence.

B. **Additional Insured Endorsement.** The Automobile Liability Insurance must contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to CONTRACTOR's insurance on Form CG 20 33. CONTRACTOR shall not commence work under this AGREEMENT until he/she has had delivered to COUNTY the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

C. **Professional Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this AGREEMENT caused by errors, omissions, or other acts for which CONTRACTOR, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.

D. **Malpractice Insurance:** CONTRACTOR will provide malpractice insurance compliant with all California requirements for services provided under this contract. Such insurance shall be the primary insurance coverage, not excess.

E. **Other Insurance Provisions.** For any claims related to the work performed under this AGREEMENT, the CONTRACTOR's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONTRACTOR under this AGREEMENT shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this AGREEMENT or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this AGREEMENT is provided on a "Claims Made", rather than "occurrence" form, CONTRACTOR agrees to maintain required coverage for a period of three years after the expiration of this AGREEMENT (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub-provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this AGREEMENT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this AGREEMENT in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under this AGREEMENT.

## **VII.**

### **INDEMNIFICATION - HOLD HARMLESS**

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

CONTRACTOR's obligations under this Section shall survive the termination of the AGREEMENT.

## **VIII.**

### **CONTRACTOR'S WARRANTIES**

CONTRACTOR hereby makes the following representations and warranties:

- A. **Standard of Care.** CONTRACTOR represents that he/she is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified



herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted practices of his/her profession.

- B. **Non-Discrimination in Employment.** In the performance of the work authorized under this AGREEMENT, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

- C. **Adherence to Applicable Disability Law.** CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

- E. **HIPAA Compliance.** CONTRACTOR will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HITECH Act of 2010 and will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

- F. **Safety Responsibilities.** CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this AGREEMENT. CONTRACTOR agrees that in the performance of work under this AGREEMENT, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

CONTRACTOR shall follow LCBH's Policy and Procedures for reporting unusual occurrences relating to health and safety issues. (LCBH Policy and Procedures, #II. F-1), or CONTRACTOR shall report to COUNTY any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the COUNTY in writing (or electronic mail) as soon as possible but no later than one (1) working day of the CONTRACTOR's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health; and, upon request, a copy of the COUNTY's investigation shall be made available to the State Department of Health Care Services, which may subsequently conduct its own investigation.

- G. **Interest of CONTRACTOR.** CONTRACTOR hereby covenants that he/she has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that he/she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

AGREEMENT. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

**IX.**  
**ASSIGNMENT**

CONTRACTOR shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this AGREEMENT may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this AGREEMENT except for those specifically consented to by both parties or as stated above shall be void.

**X.**  
**INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this AGREEMENT, CONTRACTOR is an independent contractor and is not an employee, agent or servant of County. CONTRACTOR is not entitled to any employee benefits. County agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONTRACTOR is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents who are engaged in the performance of this AGREEMENT (including without limitation, unemployment insurance, social security, and payroll tax withholding).

**XI.**  
**MODIFICATION**

This AGREEMENT may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Behavioral Health Director.

**XII.**  
**ATTORNEYS FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

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**XIII.**  
**OWNERSHIP OF DOCUMENTS**

All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONTRACTOR hereunder shall become the property of COUNTY. In the event of the termination of this AGREEMENT for any reason whatsoever, CONTRACTOR shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to COUNTY without exception or reservation.

**XIV.**  
**RECORDS - AUDIT**

CONTRACTOR shall maintain on a current basis complete books and records relating to this AGREEMENT. Such records shall include, but not be limited to, documents supporting all bids [if applicable], all income, and expenditures. These documents and records shall be retained by CONTRACTOR for at least five (5) years from the completion of this AGREEMENT. CONTRACTOR will permit COUNTY to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by CONTRACTOR who participated in this AGREEMENT. An audit may be conducted on CONTRACTOR's premises, or at County's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days of CONTRACTOR's receipt of written notice to do so from the COUNTY. CONTRACTOR shall refund any moneys erroneously charged.

**XV.**  
**JURISDICTION AND VENUE**

This AGREEMENT shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this AGREEMENT or performance thereof shall be in Lake County, California.

CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

**XVI.**  
**RESIDENCY**

All independent contractors providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**XVII.**  
**NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this AGREEMENT shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

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## XIX. NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for the next fiscal year, COUNTY shall have the right to terminate this AGREEMENT, without incurring any damages or penalties, and shall not be obligated to continue performance under this AGREEMENT. To the extent any remedy in this AGREEMENT may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONTRACTOR hereby expressly and irrevocably waives its right to such remedy.

## XX. NOTICES

All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake  
Behavioral Health Department  
PO Box 1024  
6302 Thirteenth Avenue  
Lucerne, CA 95458-1024  
Todd Metcalf  
Interim Behavioral Health Director

Carolyn Crimmins, Psy. D.  
Neuropsychological Associates of California -  
A Psychological Services Corporation  
1200 Dutton Avenue #225  
Santa Rosa, CA 95401

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**XXI.**  
**ADDITIONAL PROVISIONS**


This AGREEMENT shall be governed by the laws of the State of California. It constitutes the entire AGREEMENT between the parties regarding its subject matter. This AGREEMENT supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this AGREEMENT.

COUNTY and CONTRACTOR have executed this AGREEMENT for the provision of conservatorship evaluations for Fiscal Year 2016-17 on the day and year first written above.

COUNTY OF LAKE

NEUROPSYCHOLOGICAL  
ASSOCIATES OF CALIFORNIA - a  
PSYCHOLOGICAL SERVICES  
CORPORATION

\_\_\_\_\_  
Chair, Board of Supervisors

  
Carolyn Crimmings, Psy. D.

ATTEST:

CAROL J. HUCHINGSON

Clerk of the Board  
of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES FOR LPS CONSERVATORSHIP EVALUATIONS

**DEFINITION:** Under administrative direction provided by the Behavioral Health Director, Duties may include but are not limited to the following:

1. Review chart notes, both internal and external, talking with staff or others to understand background information.
2. Interview the person, which could be done either at the Lake County Behavioral Health Clinic or by traveling to the person's residence.
3. Based on the information gathered through #1 and #2 above, provide a written report to the Court and Public Guardian recommending whether the person meets the criteria for LPS Conservatorship or not. Also complete the two forms, "Psychologist's Declaration of Gravely Disabled Person" and "Recommendation for Conservatorship".
4. Submit the report and forms to the Public Guardian and provide copies for Behavioral Health case file.
5. Provide clarification to staff of LCBH and/or conservator for questions related to report and/or findings under this AGREEMENT.
6. CONTRACTOR will provide primary Conservatorship review and written report which will be forwarded to LCBH's TelePsychiatry contractor who in turn will provide the secondary Conservatorship review and written report.
7. CONTRACTOR will be responsible for appearing in court as necessary.

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## **EXHIBIT B**

### **PAYMENT TERMS FISCAL YEAR 2016-17**

1370 Evaluations	\$300.00 per evaluation
Clinical Supervision	\$200.00 per hour
Contested Conservatorship Cases	\$200.00 per hour*

\*(in addition to the contracted rate for services rendered).

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## EXHIBIT C BUSINESS ASSOCIATE AGREEMENT

### Definitions

Terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this AGREEMENT are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

(a) *Business Associate*. “Business Associate” shall mean **Neuropsychological Associates of California - a Psychological Services Corporation**.

(b) *Lake County Behavioral Health*. “Lake County Behavioral Health” shall mean that part of the COUNTY of Lake designated as the hybrid entity within the COUNTY of Lake subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(c) *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(d) *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(e) *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(f) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Lake County Behavioral Health.

(g) *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.

(h) *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her Secretary or designee.

### Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the AGREEMENT or as Required by Law.



(b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.

(c) Business Associate agrees to report to Lake County Behavioral Health any use or disclosure of the Protected Health Information not provided for by this AGREEMENT.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Lake County Behavioral Health, agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

(e) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Lake County Behavioral Health available to Lake County Behavioral Health, or at the request of Lake County Behavioral Health or Secretary or designee, in a time and manner designated by Lake County Behavioral Health or Secretary or designee, for purposes of the Secretary or designee determining Lake County Behavioral Health compliance with the Privacy Rule.

(f) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Lake County Behavioral Health to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(g) Business Associate agrees to provide to Lake County Behavioral Health or an Individual, in the time and manner designated by Lake County Behavioral Health, information collected in accordance with Article 1, number 7 of this AGREEMENT, to permit Lake County Behavioral Health to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

#### Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this AGREEMENT, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Lake County Behavioral Health for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Lake County Behavioral Health for the purpose of providing medication monitoring services.

#### Obligations of Lake County Behavioral Health

Provisions for Lake County Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions.

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(a) Lake County Behavioral Health shall provide Business Associate with the notice of privacy practices that Lake County Behavioral Health produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Lake County Behavioral Health shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Lake County Behavioral Health shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Lake County Behavioral Health has agreed to in accordance with Section 164.522.

#### Permissible Requests by Lake County Behavioral Health

Lake County Behavioral Health shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Lake County Behavioral Health.

#### Term and Termination

(1) Except as provided in paragraph (2) of this section, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Lake County Behavioral Health, or created or received by Business Associate on behalf of Lake County Behavioral Health. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Lake County Behavioral Health notification of the conditions that make return or destruction infeasible. Upon mutual AGREEMENT of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### Miscellaneous

(a) *Regulatory References.* A reference in this AGREEMENT to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Lake County Behavioral Health to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(d) *Interpretation.* Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Lake County Behavioral Health to comply with the Privacy Rule.

Michael Frago FY 16-17

**ATTACHMENT A  
PSYCHOLOGIST'S DECLARATION**

RE: Conservatorship of the Person  
And Estate of \_\_\_\_\_

NO.  
PSYCHOLOGIST'S DECLARATION OF  
GRAVELY DISABLED PERSON

\_\_\_\_\_, Conservatee.

I, Michael Fraga, MP MSCP, declare as follows:

That I am a psychologist duly authorized to practice psychology in the State of California and practicing in Lucerne and Clearlake, California.

I have examined the above-named person and his/her recent medical records. I am aware of his/her physical and mental condition. Pursuant to my examination, I have determined and am of the opinion that the above-named person is a gravely disabled person as such is defined in the Welfare and Institutions Code of the State of California, for the reason that, as a result of a mental disorder, he/she is unable to provide for his/her basic personal needs for food, clothing, and shelter, and is either unwilling to or incapable of accepting treatment voluntarily. Additional reasons for this recommendation, if any, are set forth in the medical summary attached hereto and incorporated herein by this reference.

I declare under penalty of perjury that the foregoing is correct. Executed this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, County of Lake, California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

/

## ATTACHMENT B

### RECOMMENDATION FOR CONSERVATORSHIP

Conservatorship is recommended for \_\_\_\_\_.

I am a psychologist, duly authorized to practice in the State of California. I have examined the above-named person and his/her recent medical records; and I am aware of his/her physical and mental conditions. Pursuant to my examination, I have determined that the above-named person is gravely disabled as defined by Welfare and Institutions Code Section 5008(b), in that as a result of a mental disorder, said person is unable to provide for his/her basic personal needs of food, clothing, or shelter and is incapable or unwilling to accept treatment voluntarily. This person lacks the capacity to make an informed decision related to taking medications directed at treating the condition that causes his/her grave disability. The above-named person should be placed in a \_\_\_\_\_.

#### Disabilities (W & I Code Section 5357)

It is further my determination that, because of this person's mental disorder and being gravely disabled, the proposed conservatee should be denied the following rights and privileges under Welfare and Institutions Code Section 5357:

- |  |              |
|--|--------------|
| 1. Deny the right to vote.   | YES___ NO___ |
| 2. Deny privilege of possessing a driver's license.  | YES___ NO___ |
| 3. Deny right to enter into contracts.   | YES___ NO___ |
| 4. Deny right to refuse or consent to treatment related specifically to the conservatee being gravely disabled.  | YES___ NO___ |
| 5. Deny the right to refuse or consent to treatment unrelated to the conservatee's grave disability, which is necessary for routine medical treatment. | YES___ NO___ |
| 6. Deny the right to possess a firearm.  | YES___ NO___ |

\_\_\_\_\_  
Signature of Professional Person in Charge of an Agency or Facility Providing Evaluation of Intensive Treatment

\_\_\_\_\_  
(Psychologist's Signature) (Date)

Confidential Patient Information **RECOMMENDATION FOR CONSERVATORSHIP**  
See California Welfare and Institutions Code Section 5328