

**REVENUE AGREEMENT
BETWEEN
COUNTY OF TEHAMA
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2026-2027**

This Agreement is made and entered into by and between the County of **TEHAMA**, a political subdivision of the State of California, through its **TEHAMA** County Mental Health Services, hereinafter referred to as **TEHAMA**, and the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively **PARTIES** and singularly **PARTY**.

RECITALS

TEHAMA seeks to extend to the clients of **TEHAMA** certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

TEHAMA believes it is in the best interest of the people of **TEHAMA** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **TEHAMA** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **TEHAMA**'s obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (SDHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **TEHAMA** agree as follows.

A. SERVICES:

1. Applicable Laws:

BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, SDHCS, and the Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statutes or regulations shall not retroactively affect the obligation of the **PARTIES** under this Agreement.

2. Direction and Supervision:

The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Butte County Department of Behavioral Health Director

(Director). The Director or their designee shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **TEHAMA** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE**'s Psychiatric Health Facility (PHF).

3. Admission Procedures:

BUTTE is authorized to admit psychiatric clients who are residents of **TEHAMA**, without prior authorization from **TEHAMA**, when those clients meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from **TEHAMA** shall follow all applicable concurrent review authorization processes and procedures as identified in Butte County policy and SDHCS regulations, for **TEHAMA** beneficiaries placed at the PHF. All admissions for clients of **TEHAMA** shall meet the accepted standards of medically necessary treatment. **TEHAMA** shall utilize the PHF as a placement of last resort.

4. Admission Policy:

BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. The PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with SDHCS and EMTALA regulations.

5. Description of Services:

- a. **BUTTE** agrees to provide acute psychiatric inpatient care services to clients referred by **TEHAMA**. **TEHAMA** shall utilize the referral procedures described in this Agreement. Services provided by **BUTTE** shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **TEHAMA**. These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **TEHAMA** shall conduct any necessary court proceedings in regard to conservatorships in **TEHAMA** County.
- b. **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq., 5260 et seq., or 5270 et seq. and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **TEHAMA** in line with PHF policy and procedures, if any continued holds are anticipated. **TEHAMA** may request copies of any PHF policies at any time.
- c. **BUTTE** shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq.
- d. **BUTTE** shall inform all clients of the complaint and grievance policy of the Butte County Mental Health Plan and notify **TEHAMA**, in a timely manner, of any grievance filed by a

client of **TEHAMA**. Notifications shall be made in partnership with the Butte County Patient's Rights Advocate and/or Beneficiary Protections Designee. **TEHAMA** shall provide all applicable access to **TEHAMA's** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **TEHAMA** beneficiaries receiving services at the PHF.

- e. **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with 3rd party vendors.
- f. **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable federal and state statutes and regulations.

6. Quality of Care:

As expressed conditions precedent to requiring **TEHAMA's** payment obligation under the terms of agreement,

BUTTE shall:

- a. Ensure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq., and Sections 14680 et seq.
- b. Provide psychiatric inpatient hospital services to **TEHAMA** clients in the same manner as it provides to all clients to whom it renders psychiatric inpatient hospital services.
- c. Not discriminate against Medi-Cal or **TEHAMA's** Short-Doyle designated beneficiaries in any manner, including admission practices.

TEHAMA shall:

- a. Identify staff available to proactively engage in discharge planning and continuity of care coordination seven (7) days per week to ensure that all **TEHAMA** beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.
- b. Identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **TEHAMA** client is receiving services at the PHF.

7. Level of Care:

TEHAMA shall make every effort to determine if **TEHAMA** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **TEHAMA** shall make all efforts to coordinate with the Butte Hospitalization Team as applicable to the client's placement.

8. Referral Procedure:

- a. **TEHAMA** shall provide such information as shall be required to provide adequate care for the client prior to the referral of each client. This information shall include, but not be

limited to, client's history, diagnosis, reason for referral for inpatient care, medications, and the estimated length of stay, which, within reason, are obtainable.

- b. Prior to the referral of any client to the PHF, **TEHAMA** shall have a medical clearance evaluation made of each client in line with SDHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is required, it shall be arranged by **TEHAMA**. When a client is to be transferred to the PHF with a medical problem which, in **TEHAMA**'s determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the client can be managed at the PHF. **TEHAMA** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral.
- c. **TEHAMA** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc., to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by **TEHAMA**, the PHF shall be designated by **TEHAMA** to be able to write 5150's for **TEHAMA** clients. **TEHAMA** shall provide transportation of all placements of **TEHAMA** to and from Butte County and/or other placement facilities.
- d. **TEHAMA**, before transporting a client to the PHF, shall ensure there is an agreed upon ETA with the PHF and that the client has been accepted for admission. **TEHAMA** shall submit all referral packets containing the aforementioned clinical information to the Butte Hospitalization Team and request review by the PHF.
- e. **TEHAMA** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **TEHAMA** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.
- f. Third Party Revenue: **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;
 - i. **TEHAMA** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if **TEHAMA** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq., **TEHAMA** shall mail the documents to the PHF by Express Mail (or similar service) within 24-hours of admission.
 - ii. Financial documents to accompany the client shall include the Butte Payor Financial Information/Insurance Authorization Form, attached hereto and

incorporated by this reference as **Attachment 1**, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

- iii. **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes from **TEHAMA's** clients; however, if **BUTTE** is unsuccessful, then it is understood that **TEHAMA** shall be solely liable for all psychiatric inpatient charges incurred on behalf of said client.
- g. **TEHAMA** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq. **TEHAMA** shall respond to the initial contact by the PHF within four (4) hours.
- h. All admissions are contingent upon bed availability with Butte County clients being given admission priority. (**BUTTE** reserves the right to refuse any referral.)

9. On-Call Crisis Number (for **BUTTE County): 1.800.334.6622**

10. Transportation and Client Preparation:

Transportation from **TEHAMA** to the PHF and, upon discharge, from the PHF to **TEHAMA**, shall be the responsibility and expense of **TEHAMA**. All after-care arrangements shall be the responsibility of **TEHAMA**. The PHF shall advise **TEHAMA** prior to discharge so that appropriate discharge planning can be carried out.

- a. **TEHAMA** shall arrange for transportation of all clients back to **TEHAMA** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that **TEHAMA** refers to the PHF. In the event **TEHAMA** does not arrange transportation for said clients, **BUTTE** shall identify and provide alternative transportation for said clients to **TEHAMA** at **TEHAMA's** expense and said expenses shall not be included within the expense limitations set forth in Section C – Payments of this Agreement.
- b. In case of client discharge for cause (e.g., court order, certification hearing outcome, **TEHAMA's** counsel recommendation, etc.) **TEHAMA** shall arrange for all transportation back to **TEHAMA** immediately.
- c. **TEHAMA** shall be responsible for providing after-care arrangements and transportation for all **TEHAMA** clients whether referred by **TEHAMA** or directly admitted without prior authorization as stipulated in this agreement.

B. TERM:

The term of this Agreement shall be from Date of Execution through June 30, 2027. Notwithstanding the foregoing, this Agreement may be terminated by either **PARTY** upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. Rate of Pay:

- a. **TEHAMA** shall pay to **BUTTE**, **BUTTE**'s daily rate of **\$2451.12** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

Rate Subject to Change: The Fiscal Year 2026/2027 daily rate shall be determined after **BUTTE**'s annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. **BUTTE** shall advise **TEHAMA** in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends on June 30 of the following calendar year.)

- b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services.

2. Payment Limitation:

- a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **TEHAMA** for inpatient and crisis psychiatric hospitalization services shall not exceed FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000) during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **TEHAMA** in accordance with this Agreement.
- b. **BUTTE** shall invoice **TEHAMA** monthly in arrears, for inpatient days at the established daily rate specified in Section C, Item 1.a. **TEHAMA** shall remit payment to **BUTTE** within thirty (30) days of invoice date.
- c. If any amounts are found to be due by either **PARTY** as a result of an audit by appropriate federal, state, **BUTTE** or **TEHAMA** auditors, then both **PARTIES** agree to reimburse each other upon final audit settlement for any amounts owing.

3. Disapproval of Claims:

The validity of monthly payments to **BUTTE** is subject to review by the State of California and SDHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the state, **BUTTE** shall take all reasonable actions to obtain such approval. It is expressly understood between **BUTTE** and **TEHAMA** that, with the exception of emergency admissions, **TEHAMA** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care. Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which **BUTTE** agrees to consider are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. Nondiscrimination in Service, Benefits and Facilities:

BUTTE shall not discriminate, and shall take affirmative action to ensure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following:

- a. Denying persons any service or benefit;
- b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;
- c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;
- d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or
- e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement.

2. Confidentiality:

Both **BUTTE** and **TEHAMA** shall maintain the confidentiality of all records and information, including, but not limited to, claims, county records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of client information, and all other applicable county, state, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both **BUTTE** and **TEHAMA** shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agree to fully comply with, all such confidentiality provisions. Both **BUTTE** and **TEHAMA** shall indemnify and hold harmless the other **PARTY**, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by **PARTY**, its officers, employees, or agents. **BUTTE** agrees not to release any record pertaining to any client of **TEHAMA** without the written approval of **TEHAMA**.

3. Conformance with Federal Regulations:

BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. Client Medical Records:

BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by **BUTTE**'s personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. Client Financial Records:

All client financial records shall be available for inspection and audit by the designated auditor of **TEHAMA** or the SDHCS at a reasonable time during normal business hours.

6. Records Retention:

All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during **BUTTE**'s normal business hours to authorized representatives and designees of county, state, and/or federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and **BUTTE**'s outside auditors, and regular and special reports from **BUTTE**.

BUTTE may at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. Right to Inspect:

At reasonable times during normal business hours, SDHCS, the **TEHAMA** County Director or his/her designee(s), and the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. **TEHAMA** shall also have

the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement

E. GENERAL PROVISIONS:

1. Client Grievance Process:

Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE**'s complaint and grievance policy. At the PHF, **BUTTE** shall make available information on **TEHAMA**'s complaint/grievance resolution forms to **TEHAMA** beneficiaries. Any grievance filed by a client of **TEHAMA** shall be brought to the attention of the **TEHAMA** County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). **TEHAMA** shall be responsible for supplying **BUTTE** with **TEHAMA**'s complaint/grievance information.

2. Patients' Rights/Clients' Rights:

BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325.1. Complaints by beneficiaries with regard to substandard conditions may be investigated by **TEHAMA**'s Patients' Rights Advocate or Beneficiary Protections Designee, **BUTTE**, SDHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. Legal Requirements:

In compliance with the legal requirements of Emily Q. v. Bonta [C.D.Cal., 2001, CV 98-4181 AHM (AIJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services," both mentioned here by reference only, to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives. It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. Indemnification:

a. **BUTTE** shall indemnify, defend, and hold harmless **TEHAMA**, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **BUTTE**'s acts or omissions while performing under this Agreement. **BUTTE**'s obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **TEHAMA**'s and **BUTTE**'s elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **TEHAMA**'s and **BUTTE**'s real and personal property.)

- b. **TEHAMA** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **TEHAMA**'s acts or omissions while performing under this Agreement. **TEHAMA**'s obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting **BUTTE**'s site.

5. Insurance:

- a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE**'s own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars (\$1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. **BUTTE** shall provide notice of insurability to **TEHAMA**, and provide **TEHAMA** with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, **BUTTE** shall provide **TEHAMA** with proof of insurance in the form required by **TEHAMA**.
- b. Each **PARTY** shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. Independent Contractor:

The employees of each **PARTY** in the performance of this Agreement shall act only in the capacity of the **PARTY** in which they are employed and shall not be the agents or employees of the other **PARTY**.

7. Assignment:

Neither **PARTY** shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other **PARTY**. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both **PARTIES** shall be void. This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. Successors:

This Agreement shall bind the successors of **TEHAMA** and **BUTTE** in the same manner as if they were expressly named.

9. Notices:

Notices shall be given to **BUTTE** and **TEHAMA** at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Allen Astrack, Program Manager Email:
aastrack@buttecounty.ca.gov
Telephone: 530.891.2775

County Contract Liaison: Hailey Noiles, Buyer & Contracts Specialist
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email:
hnoiles@buttecounty.ca.gov
Telephone: 530.552.4780

TEHAMA:

TEHAMA County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080
530.527.8491

10. Entire Agreement:

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the **PARTIES** hereto and supersedes in its entirety, any and all prior agreements, oral or otherwise, between the **PARTIES** regarding the subject matter and services to be rendered herein.

11. Amendment:

This Agreement may be modified only by a written amendment executed by both **PARTIES**. The maximum amount of the obligation and/or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.

IN WITNESS WHEREOF, the **PARTIES** hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

COUNTY OF **TEHAMA**

Scott Kennelly, LCSW, Director Date
Department of Behavioral Health

Michelle Schmidt Date
Interim Executive Director

Sarah MacArthur, Deputy Director Date
Department of General Services

Date

Approved as to form, Butte County

Approved as to form,

Counsel by: _____
Print Name

Counsel by: _____
Print Name

Date

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

Attachment 1

Butte Payor Financial Information/Insurance Authorization Form

Client Information

Check One:

☐

Mental Health

☐

Substance Use

Client Name {Last, First MI}	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client}		Primary Phone #
Family Address {Include City, State, Zip Code}		
Mailing Address {If Different from Family Address}		

Policy Information

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal:

☐

Yes

☐

No

Client Has Medicare:

☐

Yes

☐

No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name {Other than Client}	Insured SSN

Financial Liability

Number of Persons (Family) Dependent on Income:

Income Type:

☐

Self

☐

Spouse

☐

Other

Total Gross Monthly Income: \$

Responsible Persons Assets

Responsible Persons Monthly Expenses

Savings: \$

Court Ordered: \$

Bank Balances: \$

Child Care: \$

Market Value - Stocks: \$

Dependent Care: \$

Market Value - Bonds: \$

Medical: \$

Market Value - Mutual Funds: \$

Retirement Contribution: \$

Market Value - Other: \$

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf

Date

Butte County Department of Behavioral Health

Pavor Financial Information (PFI) Form - Version 1.1

Client Number:

Attachment 2



Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to \$25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to \$125,000 per occurrence. Losses exceeding \$125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE's** self-insurance reserves to be adequately funded.