Hospital's treatment team and the County (except when the urgency of the Patient's situation precludes such consultation) a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director within forty-eight (48) hours of any urgent transfer. The County may initiate a treatment team discussion with the attending Hospital clinician at any time County feels that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the County Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.

3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff determines that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, or designee, The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Pre-Admission Requirements

1. The County shall, prior to admission, provide the Hospital with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which the Hospital shall address in Patient's treatment plan and discharge plan.

G. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient's care.

2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.

4. The County Director may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.

5. When an agreement cannot be reached between the County and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee and County Director or designee shall confer for a resolution. If a resolution cannot be achieved, the issue will be elevated to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation. The DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation will review the case and shall make every effort to resolve the issue. If a resolution is not achieved, the County may direct the Hospital to discharge the Patient. In such an event, the DSH response will be handled in accordance with Section II, Admission and Discharge Procedures (D).

H. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

I. Bed Usage and Availability

1. It is acknowledged by all parties to this MOU that prior MOUs, incorporated herein by reference, including annual renewals, included an agreement to limit referrals for civil commitment by all Counties, pursuant to the LPS Act, which included Murphy Conservatorships, to a maximum total of 556 beds at any one point in time. It is further acknowledged that exceeding this maximum total beds limits DSH's ability to admit new LPS Patients to beds, and persons committed to DSH pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.

2. CalMHSA/DSH shall make best efforts to develop a bed management protocol by July 1, 2022, for the purpose of aligning the number of beds allocated to LPS patients to the current maximum threshold of 556. This management protocol shall include, but not be limited to, DSH and Counties providing current data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s), CalMHSA providing an allocation formula regarding how

the 556 beds will be distributed among the various counties, DSH re-identifying which LPS Patients are capable of discharge to a less restrictive levels of care, and County and CalMHSA's mutual identification of alternative placement options for said qualifying LPS Patients, including a placement and/or final discharge target date. This management and utilization protocol shall also identify a plan to reduce the counties bed usage to 556 and describe how DSH and the counties will ensure that counties do not exceed the 556 beds in the future.

3. If DSH intends to change LPS bed rates, the following procedure shall apply:

    a. No later than May 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year.
    b. After DSH's preliminary cost utilization notice, the County shall notify DSH, through CalMHSA, if represented by CalMHSA, by July 1 of each year, of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
    c. No later than November 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a final LPS bed rate cost utilization notice applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.
    d. By January 1, of each fiscal year, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning July 1 of that year. For example, if CalMHSA provides written notification on the number and type(s) of LPS beds to DSH on December 1, 2021, said notice will be for the fiscal year beginning July 1, 2022.
    e. DSH shall provide a mechanism for memorializing a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than June 15, or fifteen (15) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for, not to exceed the County allocations and the total allocation of 556 beds.
    f. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. The County is required to execute Exhibit 1 of this MOU in order to obtain LPS beds. A County shall complete Exhibit1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4), within 120 days of submitting any application for admission of a Patient from the County.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain the responsibility of the DSH unless the County initiates discharge. Upon a County-initiated discharge, the Patient and all costs become the

responsibility of the County, during all offsite leave, Counties will continue to be charged at the daily bed rate. For all offsite leave of greater than 30 days, the DSH and the County may, at the request of either party, discuss appropriate care options for Patients.

J. Bed Payment

1. The current bed rates, historical bed usage and current estimated bed usage are reflected in Exhibit 3.

   This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. Development of ICF, APH and SNF Rates for FY 2022-2023 – The parties to this MOU acknowledge that on March 15, 2021, and as required by Welfare and Institutions Code, section 4331, subdivision (b), and Section II (I)(3) of this MOU, DSH disclosed its intent to begin negotiations with CalMHSA and Counties regarding a proposed increase to ICF, acute care APH and SNF bed rates. The proposed new ICF, APH and SNF bed rates would have an effective date of July 1, 2022. The parties are continuing to work collaboratively on the corresponding methodology and data that would justify the proposed bed rate increases. Prior to July 1, 2022, the current bed rates will remain in effect. DSH represents that the current ICF and APH bed rate reflects a blended Acute and ICF rate based on the prior year's established bed rates. DSH will review rates on an annual basis, based on actual expenditures at Hospitals that serve LPS patients.

3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C)(1-6, 8-9) by the DSH. These rates may not represent the total claimable amount for services provided to the Patient. Patient will be responsible for any costs exceeding the bed rates described in this MOU.

K. Utilization Review – Hospital Operations

1. The Hospitals shall have ongoing utilization review activities which shall address the appropriateness of Hospital admissions and discharges, clinical treatment, length of stay and allocation of Hospital resources, to most effectively and efficiently meet the Patient's care needs. Such utilization reviews shall be at a minimum of one time per year and include the County's participation. The DSH will provide written results of the utilization review, if available.

2. The County shall take part in the utilization review activities.

L. Records

1. Patient Records

    a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

    b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.

    c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.

    d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

    a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be

documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

    a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

M. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.

2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

N. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

    a. Billing and general MOU provisions:

Christian Jones, Associate Governmental Program Analyst
trustoffice@dsh.ca.gov
(916) 651-8727

    b. Patient Placement and Appeals coordination:
Lydia Smith, Chief – Patient Management Unit

Lydia.smith@dsh.ca.gov

(916) 562-2537

CalMHSA

Michael Helmick, Senior Program Manager

michael.helmick@calmhsa.org

(279) 234-0712

The County has designated the following as its MOU coordinator:

Name: Amy Ellis

E-mail: AREllis@placer.ca.gov

Phone: 530.889.7256

1. The Hospitals shall notify the County by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.

2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

III. SPECIAL PROVISIONS

A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereinafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.

B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.

C. Mutual Indemnification

1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

_____ _____

Amie Miller, Executive Director Date
CalMHSA

_____ _____

Paul Bernal, Chief Date
Procurement and Contract Services Section
Department of State Hospitals

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

_____ _____

Signature Date

Name___Robert L. Oldham_____Title__Director_____

County of __Placer_____

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

EXHIBIT 3

COUNTY
STATEMENT OF ANNUAL BED RATES
AND
COUNTY-ESTIMATED BED NEED
July 1, 2021 through June 30, 2022

1. STATE HOSPITAL BED RATE FOR FY 2021-22

Acute	$626
Intermediate Care Facility (ICF)	$626
Skilled Nursing Facility (SNF)	$775

2. BED USAGE BY ACUITY (IN BED DAYS)

	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	*FY 2021/22	Acuity Totals
Acute	91,479	98,617	117,699	139,007	146,762	136,861	141,812	872,237
ICF	111,235	111,382	109,095	97,594	98,697	105,818	102,258	736,079
SNF	18,413	19,546	19,132	16,178	17,535	17,971	17,753	126,528
FY Totals	221,127	229,545	245,926	252,779	262,994	260,650	261,823	1,734,844

*Totals are an estimate based on the average of FY 2019-2020 and 2020-2021.

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2021-22

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Year (FY) 2021-22/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the FY 2021-22/MOU. The County will also abide by the same remunerative and legal policies contained within the FY 2021-22/MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

County of Placer

County

Robert L. Oldham, Director

County Director or Director designee – print

County Director or Director designee – sign/date

Paul Bernal, SSM II, DSH

Paul Bernal, Procurement and Contract Services Section – print

Paul Bernal, Procurement and Contract Services Section – sign/date