

Purchase Agreement Amendment of State Hospital Beds

California Department of State Hospitals

By signing this Memorandum of Understanding (MOU) Purchase Agreement Amendment (Amendment), the Department of State Hospitals (DSH), County, and California Mental Health Services Authority (CalMHSA) agree to amend the original fiscal year (FY) 2021-22 MOU for the purchase of state hospital beds on the following terms:

1. This Amendment, is intended to allow additional time to negotiate, finalize, and incorporate preliminary LPS Bed Management protocols, and related terms and conditions, into the final 2022-23 MOU (Final 2022-23 MOU).
2. This Amendment shall become effective on July 1, 2022, or upon execution by CalMHSA and the Department of State Hospitals (collectively, the Parties).
3. The Amendment shall have an initial term of six months, terminating on December 31, 2022.
4. If the Parties have not finalized and executed the Final 2022-23 MOU by December 31, 2022, this Amendment shall renew if and only if the Parties execute and sign a subsequent Amendment before December 31, 2022. The Parties recognize that time is of the essence to work together in finalizing and executing the Final 2022-23 MOU. This Amendment may be extended one-time, in the manner described in this paragraph, for a term not exceeding 60-days.
5. The terms and conditions from the FY 2021-22 MOU will remain in effect, except for the new daily bed rates for FY 2022-23, listed below, as the Parties previously agreed that the below bed rates are effective July 1, 2022, and will remain operative throughout FY 2022-23.

Bed Type	Intermediate Care Facility	Acute	Skilled Nursing Facility
Daily Bed Rate	\$728.00	\$753.00	\$806.00

This amendment shall be signed in counterpart, with each participating county signing separately.

Placer County

Name of County

Print Name
County Mental Health Director, or Director designee

Date

Amie Miller
Executive Director, or CalMHSA designee

Date

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

Date

DRAFT

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Placer County ("Participant") desires to participate in the Program identified below.
Name of Program: State Hospitals Program
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - Exhibit A Program Description and Funding
 - Exhibit B General Terms and Conditions
 - Exhibit C County Specific Scope of Services and Funding
3. The maximum amount payable under this Agreement is \$ 2,804.
4. Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
4. The term of the Program is July 1, 2022 through June 30, 2023
5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

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Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: State Hospital Programs**
- II. Term of Program: July 1, 2022 – June 30, 2023**
- III. Program Objective and Overview:**

Objective:

The State Hospitals Program is focused on streamlining administrative and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

IV. Funding Terms:

The program fee for the State Hospitals Program is \$1,402 per bed utilized from the Department of State Hospitals (DSH). Based on recent data provided by DSH, Placer County is currently using 2 beds within DSH, therefore the total funding allocation for the current fiscal year is, not to be exceeded, \$2,804.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Department of State Hospitals (DSH) – Manages the California state hospital system and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.
- G. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Negotiate Memorandum of Understanding with Department of State Hospitals.
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.

3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 12 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of the beginning of the fiscal year, July 1, 2023 for fiscal year 2022-2023.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

- B.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

Participation Agreement for Department of State Hospital Program
EXHIBIT C – County Specific Funding Allocation

I. Funding Allocation

RATE	BEDS PER YEAR	FY 2022-23	TOTAL
\$1,402	2	\$2,804	\$2,804