

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

BOARD AGENDA # *B-2

Urgent _____ Routine X

AGENDA DATE April 10, 2001

CEO Concurs with Recommendation YES pt NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL OF AGREEMENT WITH THE STATE DEPARTMENT OF MENTAL HEALTH FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR FISCAL YEAR 2000/2001

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE AGREEMENT WITH THE STATE DEPARTMENT OF MENTAL HEALTH FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR FISCAL YEAR 2000/2001
2. AUTHORIZE THE DIRECTOR OR HIS DESIGNEE TO SIGN THE AGREEMENT WITH THE STATE DEPARTMENT OF MENTAL HEALTH
3. AUTHORIZE THE DIRECTOR OR HIS DESIGNEE TO SIGN ANY AMENDMENTS THAT ARE UNDER \$100,000 AND FOR WHICH THERE ARE SUFFICIENT FUNDS IN THE FISCAL YEAR 2000/2001 BUDGET

FISCAL
IMPACT:

By this action, the Board of Supervisors is authorizing the continuing practice of billing Medi-Cal at rates negotiated with the State for fiscal year 2000/2001. Revenue estimates for fiscal year 2000/2001 were based on these rates. The agreement also commits the Department to the purchase of six State Hospital beds at a cost of \$669,374. Sufficient funds were budgeted in the Department's budget for fiscal year 2000/2001 to fund the cost of State Hospital days.

BOARD ACTION AS FOLLOWS:

No. 2001-245

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

APPROVAL OF AGREEMENT WITH THE STATE DEPARTMENT OF MENTAL HEALTH FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR FISCAL YEAR 2000/2001

Page 2

DISCUSSION: Behavioral Health and Recovery Services negotiates Medi-Cal rates for mental health services with the State Department of Mental Health. This agreement with the State commits the County to providing services to Stanislaus County Medi-Cal beneficiaries for a set reimbursement rate. It also commits the State to reimburse the County at the negotiated Medi-Cal reimbursement rate regardless of cost. This creates maximum flexibility for Behavioral Health and Recovery Services in that it allows the organization to retain unexpended funds. The County is also allowed to keep fifty percent of Federal dollars that exceed costs under the terms of the agreement.

The State Hospital section of the agreement obligates the County to the purchase of six psychiatric subacute beds, filled or unfilled. The County is at risk for over usage. Usage of State Hospital beds is monitored carefully to assure appropriate usage and to avoid charges in excess of the cost of the six beds. Further savings result from subcontracting unused bed days to other counties.

The Department is requesting that the Board authorize the Director to sign any amendments under \$100,000 for which there are sufficient funds in the Behavioral Health and Recovery Services budget for fiscal year 2000/2001. This will lessen the turnaround time necessary to process future amendments and, thus, improve the organization's cash flow.

**POLICY
ISSUES:**

Existing policy provides for maximizing State and Federal revenue for providing mental health and appropriate State Hospital services to residents of the County. Should this agreement not be approved, mental health services would not receive appropriate State and Federal funding.

**STAFFING
IMPACT:**

Approval of the agreement will allow current staffing levels to be maintained.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STANDARD AGREEMENT
S.D. 2 (REV. 8/91)

CONTRACT NUMBER

00-70268-000

AM. NO.

XPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

95-6000540

THIS AGREEMENT, made and entered into this 1st day of July, 2000, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR DEPUTY DIRECTOR AGENCY Department of Mental Health, hereafter called the State, and

CONTRACTOR'S NAME Stanislaus County Mental Health, hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

WHEREAS, pursuant to Sections 5602 and 4330 of the California Welfare and Institutions Code, the County is responsible for establishing a community mental health service to cover the entire area of the County, and for reimbursing the Department for its use of state hospital beds; and

WHEREAS, the State has jurisdiction over Atascadero, Metropolitan, Napa, and Patton State Hospitals, which provide services to persons with mental disorders, in accordance with the California Welfare and Institutions Code Section 4100 et seq.; and

WHEREAS, the county desires to contract with the State for the provision of professional and inpatient hospital services to persons who are acutely mentally ill, including mentally ill persons who require health care services; and

WHEREAS, the County is committed to providing an integrated and coordinated range of services appropriate to the needs of each client, with the State Hospital(s) functioning as one of the providers in this range of services; and

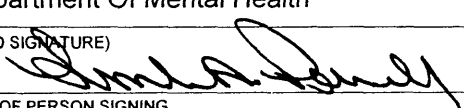
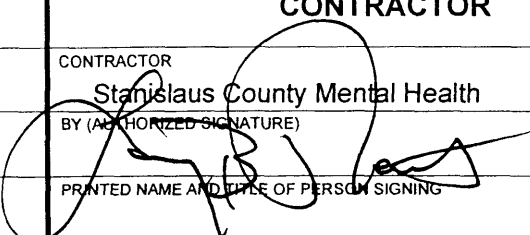
WHEREAS, the State is agreeable to the rendering of such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants stated in this Contract, the County and the State agree as follows:

The documents attached hereto and incorporated herein by this reference do hereby constitute the Fiscal Year 2000/2001 mandated County Performance Contract (including the County Use of State Hospitals Agreement) as mandated by Section 5650 of the Welfare and Institutions Code.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	Department Of Mental Health	CONTRACTOR	Stanislaus County Mental Health
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	LINDA A. POWELL, DEPUTY DIRECTOR	PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE	Administrative Services	ADDRESS	800 Scenic Drive Modesto, CA 95350

AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 0.00	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	\$ 0.00	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE	\$ 0.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
			52	2000	2000-2001
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

*Department of General Services
Use Only*

**Exempt from
Compliance with the
Public Contract Code,
the State Administrative
Manual, and from
approval by the
Department of General
Services per section
4330 and 5706 of the
Welfare and Institutions
code.**

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

MAY 29 2001

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

COUNTY PERFORMANCE CONTRACT

Fiscal Year 2000-01

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Welfare and Institutions Code

Attachment 2 - Specific County Cost Computation

ARTICLE I -- PERFORMANCE CONDITIONS

PART A - GENERAL ASSURANCES AND PROGRAM PRINCIPLES

SECTION 1 - MAINTENANCE OF EFFORT

The County is in compliance with the expenditure requirements of Welfare and Institutions Code (WIC), Section 17608.05.

SECTION 2 - ADMINISTRATIVE ASSURANCES

Article I of this agreement includes the following County assurances:

- a. The County will comply with all requirements necessary for Short-Doyle/Medi-Cal reimbursement for mental health services provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in WIC, Section 5718 through 5724. If the County has entered into a contract with the State Department of Mental Health (DMH) under WIC, Section 5775, to provide Medi-Cal Specialty Mental Health Services, the County will comply with the requirements of that contract and the provisions of Title 9, California Code of Regulations (CCR), Division 1, Chapter 11. Medi-Cal Specialty Mental Health Services are those services described in Title 9, CCR, and Sections 1810.247 and 1810.345.
- b. The County attests that the Local Mental Health Board has reviewed and approved procedures ensuring citizen and professional involvement in the planning process.
- c. The County will provide other information required, pursuant to State or Federal statutes.
- d. The County is in compliance with the expenditure requirements of WIC, Sections 5704.5 and 5704.6.
- e. The County and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.
- f. The County has a certification review hearing procedure in force, which shall comply with applicable State statutes.
- g. The County assures that all recipients of services are provided information in accordance with provisions of WIC, Sections 5325 through 5331 pertaining to their rights as patients, and that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights. The

County further assures compliance with Title VI of the Civil Rights Act of 1964 and Federal regulations at 45 CFR, Parts 80 and 84.

- h. All professional level persons employed by the County mental health program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to the WIC and the Business and Professions Code.
- i. To comply with Public Law 99-660, the County agrees to provide case management services to all adults who are seriously mentally ill and children who are seriously emotionally disturbed children who receive substantial amounts of public mental health funds or services.
- j. The County agrees to pursue a culturally competent system of care.

SECTION 3 - ROUTINE INFORMATION NEEDS

- a. The County shall submit Client and Service Information (CSI) data and cost reports to DMH for the term of this agreement pursuant to WIC, Sections 5610(a), 5651(a)(8) and (d), 5664(a) and (b), and 5664.5.
- b. The County shall implement reporting of CSI data for activity starting July 1, 1998, to the DMH CSI System.
- c. The County shall report monthly CSI data to DMH within 60 after the end of the month.
- d. The County shall make diligent efforts to minimize errors on the CSI error file.
- d. The County and its subcontractors shall submit a fiscal year-end Short-Doyle/Medi-Cal cost report, due December 31, 2001, in accordance with WIC, Sections 5651(a)(4), 5664(a) and (b), and 5664.5. The statewide maximum upper limits of reimbursement for Short-Doyle/Medi-Cal services shall be those specified in Section 51516, Title 22, CCR, pursuant to WIC, Section 5720. The statewide maximum upper limits of reimbursement for Medi-Cal Specialty Mental Health Services shall be those specified in Section 1840, Title 9, CCR.

SECTION 4 - PROGRAM PRINCIPLES

DMH and the County agree that, to the extent funds are available, the program principles and the array of treatment options shall be in accordance with WIC, Sections 5600.2 through 5600.9.

SECTION 5 - PROGRAM REIMBURSEMENT METHODS

Methods of County reimbursement are applicable for Article I of this agreement during Fiscal Year 2000-01.

- a. Reimbursement for Federal Grants shall be subject to Federal cost containment requirements and availability of funds.
- b. Reimbursement for Medi-Cal specialty mental health services to individual and group providers (as defined in Sections 1810.222 and 1810.218.2 of Title 9, CCR, respectively) in all counties shall be in accordance with Section 1830.105 of Title 9, CCR.
- c. For former "SB 900" counties, reimbursement for Medi-Cal Specialty Mental Health Services to organizational providers (as defined in Section 1810.231 of Title 9, CCR) may be based on legal entity negotiated rates pursuant to Section 5705 WIC, Section 51516(b) of Title 22 and Section 1840.105 of Title 9, CCR. If this method is used, the County must adhere to DMH Information Notice No.: 00-07, "NEGOTIATED RATES FOR SHORT-DOYLE/MEDI-CAL (SD/MC) SERVICES FOR FISCAL YEAR (FY) 2000-2001." DMH will issue a final approval letter to the County pursuant to DMH Information Notice No.: 00-07. The approval letter will be binding on the County for negotiated rates for FY 2000-01 regardless of the issue date of the letter.
- d. For "non-SB 900" counties, reimbursement for Short-Doyle/Medi-Cal shall be settled to actual cost, subject to existing State and Federal cost containment requirements and principles. "Non-SB 900" counties may elect to use legal entity negotiated rates to reimburse for non-county owned and operated organizational providers pursuant to Sections 5705 and 5716 WIC, Section 51516(b) of Title 22 and Section 1840.105 of Title 9, CCR. If this method is used, the County must adhere to DMH Information Notice No.: 00-07, "NEGOTIATED RATES FOR SHORT-DOYLE/MEDI-CAL (SD/MC) SERVICES FOR FISCAL YEAR (FY) 2000-2001." DMH will issue a final approval letter to the County pursuant to DMH Information Notice No.: 00-07. The approval letter will be binding on the County for negotiated rates for FY 2000-01 regardless of the issue date of the letter.

SECTION 6 - UTILIZATION REVIEW/QUALITY ASSURANCE

- a. The County and its subcontractors shall establish and use systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations and guidelines operative during the term of this contract. If the County has a contract with DMH under WIC, Section 5775, the County shall also comply with the terms of that contract.

- b. DMH shall review the existence and effectiveness of the County's and subcontractor's utilization review systems in accordance with applicable Federal and State laws and regulations.

SECTION 7 - CHILDREN'S SYSTEMS OF CARE

This section does not apply to Alpine, Colusa, Fresno, Sierra, and Tulare Counties.

DMH will assure the AB 377/AB 3015 counties (hereafter referred to as "Children's System of Care" or CSOC counties) the following:

- a. Effective July 1, 2000, and until the end of the fiscal year, DMH shall make monthly payments from the State General Fund (SGF) and/or federal block grant Substance Abuse and Mental Health Services Administration (SAMHSA) funds to each of the CSOC counties in amounts equal to 1/12 of 95 percent of the respective Fiscal Year 2000-01 SGF and/or SAMHSA funds allocation.
- b. Provision of technical assistance, training, and consultation, as resources allow, to assist the respective CSOC county to achieve the goals/objectives specified in its submitted Fiscal Year 2000-01 "Scope of Work Plan" which is required as a condition to assure that the goals/objectives of the enabling legislation (Part 4 of Division 5 of the WIC) are met.

Each CSOC county assures DMH that it will comply with all the CSOC evaluation reporting requirements as determined by the director and with all the state goals and measurable objectives, terms, conditions and all other requirements contained in the DMH approved "Scope of Work Plan" for Fiscal Year 2000-01 and by this reference incorporated herein. Each federally funded CSOC County shall also assure DMH that it will comply with federal terms and conditions, both fiscal and program-related, to the SAMSHA federal block grant.

SECTION 8 - PERFORMANCE OUTCOMES FOR REALIGNMENT ACCOUNTABILITY

- a. Adults: The County agrees to implement the Adult Performance Outcome Program that has been established through the collaborative decision of DMH, the California Mental Health Directors' Association (CMHDA), and the California Mental Health Planning Council. Implementation will be completed according to the protocols identified in the Adult Performance Outcome System Clinical Training Manual.

- (1) The County agrees to report outcome data to DMH for adult clients as required by the Director of DMH pursuant to Chapter 89, Statutes of 1991.
- (2) The County agrees to administer the battery of selected instruments for each adult client who is defined as part of the performance outcome target population within 60 days of admission, at annual case review, and upon discharge from the program.
- (3) The County agrees to enter and maintain data collected from the administration of these survey instruments in a county management information system.
- (4) The County agrees to provide DMH with a copy of its performance outcome data in the computerized format specified by DMH at periodic intervals as designated by Director of DMH.
- (5) DMH will provide the County with relevant summaries and analyses of County and statewide data related to mental health performance outcomes.

b. Children and Adolescents: (This section (b) (1) through (b) (5) does not apply to Placer County.) The County agrees to implement the Children and Adolescent Performance Outcome Program that has been established through the collaborative decision of DMH, CMHDA, and the California Mental Health Planning Council. Implementation will be completed according to the protocols identified in the Children's Performance Outcome System Clinical Training Manual.

- (1) The County agrees to report outcome information to DMH for children and adolescent clients who meet the target population definition as required by the Director of DMH pursuant to Chapter 89, Statutes of 1991.
- (2) The County agrees to administer the battery of selected instruments for each child and adolescent client within 60 days of admission, at annual case review, and upon discharge from the program.
- (3) The County agrees to enter and maintain data collected from the administration of these survey instruments in a county management information system.
- (4) The County agrees to provide DMH with a copy of its performance outcome data in the computerized format specified by DMH at periodic intervals as designated by Director of DMH.
- (5) DMH will provide the County with relevant summaries and analyses of County and statewide data related to mental health performance outcomes.

- c. Older Adults: The County agrees to implement the Older Adult Performance Outcome Program when the program is finalized through the collaborative decision of DMH, CMHDA and the California Mental Health Planning Council. Implementation will be completed according to the protocols identified in the Older Adult Performance Outcome System Clinical Training Manual.
- (1) The County agrees to report outcome data to DMH for adult clients as required by the Director of DMH pursuant to Chapter 89, Statutes of 1991.
 - (2) The County agrees to administer the battery of selected instruments for each older adult client who is defined as part of the performance outcome target population within 60 days of admission, at annual case review, and upon discharge from the program.
 - (3) The County agrees to enter and maintain data collected from the administration of these survey instruments in a county management information system.
 - (4) The County agrees to provide DMH with a copy of its performance outcome data in the computerized format specified by DMH at periodic intervals as designated by Director of DMH.
 - (5) DMH will provide the County with relevant summaries and analyses of County and statewide data related to mental health performance outcomes.

SECTION 9 - RESTRICTION OF INPATIENT PSYCHIATRIC TREATMENT OF MINORS WITH ADULTS

- a. The County is aware that WIC, Section 5751.7 establishes an absolute prohibition against minors being admitted for psychiatric treatment into the same treatment ward as any adult receiving treatment who is in custody of any jailer for a violent crime, or is a known registered sex offender, or has a known history of, or exhibits inappropriate, sexual or other violent behavior which would present a threat to the physical safety of minors.
- b. The County agrees to ensure that, whenever feasible, minors shall not be admitted into psychiatric treatment with adults if the health facility has no specific separate housing arrangements, treatment staff, and treatment programs designed to serve children or adolescents.
- c. If the requirements of 9b. create an undue hardship for the County, the County may be granted a waiver if requested.

- d. If the County has not been granted a waiver, it must comply with the provision of 9b.
- e. WIC, Section 5751.7 delineates a procedure by which a county may request a waiver from the Director of DMH. All counties requesting a waiver pursuant to WIC, Section 5751.7 must complete Attachment 1 and submit it with the Performance Contract.
- f. Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Mental Health Director, or his or her designee, in such a manner as prescribed by the Local Mental Health Director.

PART B - SPECIFIC PROVISIONS

1. DMH has designated the Deputy Director, Administrative Services, to be its Project Coordinator for all issues relating to Article I PERFORMANCE CONDITIONS of this contract. Except as otherwise provided herein, all communication concerning Article I PERFORMANCE CONDITIONS of this contract shall be with the Project Coordinator.
2. DMH shall make allocations to the County, in relation to conditions in Article I, from budget sources as follows:
 - a. 4440-101-0001(a) COMMUNITY SERVICES - OTHER
 - b. 4440-101-0001(b) ADULT SYSTEM OF CARE
 - c. 4440-101-0001(c) CHILDREN'S MENTAL HEALTH SERVICES
 - d. 4440-131-0001 S.E.P. ASSESSMENT, TREATMENT, AND CASE MANAGEMENT
 - e. 4440-103-0001 MENTAL HEALTH MANAGED CARE

These allocations shall be consistent with the statutory provisions governing their allocation and the County's expenditure of these funds shall be consistent with the statutory provisions governing their expenditure.

3. The County agrees that if it accepts Federal PATH and/or SAMHSA (formally ADAMHA) Block Grant funds, the County will abide by the specific conditions of Section 290aa et seq. and Section 300xx et seq. of Title 42 of the United States Code as well as those conditions established by other Federal and State laws, regulations, policies, and guidelines.
4. DMH agrees to make payment to the County as follows:
 - a. Upon the effective date of the agreement, DMH shall pay the County, at the beginning of each month, 1/12 of 95 percent of the funds allocated by DMH in accordance with the budget for the current fiscal year.
 - b. The County agrees that all funds paid out by DMH pursuant to this agreement and any interest accrued locally shall be used exclusively for providing mental health services, including defraying operating and capital costs and allowable County overhead.

5. The County shall be reimbursed by DMH with Federal Title XIX funds for the cost of federally eligible Short-Doyle/Medi-Cal or Medi-Cal Specialty Mental Health services rendered to federally eligible Medi-Cal beneficiaries. Reimbursement of expenditures will be made to the County upon receipt of these funds from the Department of Health Services in accordance with current procedures and provided the County has submitted the required claims in the prescribed format and within time lines.
6. If the County chooses to reimburse Short-Doyle/Medi-Cal subproviders or Medi-Cal Specialty Mental Health organizational providers using negotiated rates, the County must adhere to DMH Information Notice No.: 00-07, "NEGOTIATED RATES FOR SHORT-DOYLE/MEDI-CAL (SD/MC) SERVICES FOR FISCAL YEAR (FY) 2000-2001." DMH will issue a final approval letter to the County pursuant to DMH Information Notice No.: 00-07. The approval letter will be binding on the County for negotiated rates for FY 2000-01 regardless of the issue date of the letter.
7. Any funds allocated for conditions specified within Article I PERFORMANCE CONDITIONS of this contract that by Federal or State legislative requirement, regulation or DMH policy are to be expended in specified program categories shall be spent only in accordance these requirements.
8. Should a dispute arise relating to any issue within Article I PERFORMANCE CONDITIONS of this contract, the County shall, prior to exercising any other remedies which may be available, provide written notice within a thirty-day period of the particulars of such dispute to:

Director
Department of Mental Health
1600 9th Street
Sacramento, CA 95814

Such written notice shall contain the contract number. The Director, or his/her designee, shall meet with the County, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to the County. The Director, or his/her designee, shall provide a written response within thirty days of receipt of the County written notice.

9. If the county chooses to participate in the Mental Health Medi-Cal Administrative Activities (MAA) claiming process, the county agrees to submit claims only for those activities included and defined in the County's Mental Health MAA Claiming Plan as approved by DMH, the Department of Health Services, and the federal Health Care Financing Administration. The County agrees to comply with all applicable federal statutes and regulations and, with the exception of the approved MAA activities and

claiming polices that are unique for mental health programs, agrees in all other respects to comply with WIC, Section 14132.47 and MAA Regulations promulgated by the Department of Health Services in Title 22 of the CCR.

ARTICLE II -- STATE HOSPITAL BED USAGE

PART A -- TERMS AND CONDITIONS

SECTION 1 - FACILITIES, PAYMENTS, AND SERVICES

The County shall compensate the State and the State agrees to provide the services including, staffing, facilities, equipment, and supplies in accordance with PART A of Article II of this Contract. The State shall operate the Hospital(s) continuously throughout the term, as indicated in Article III of this Contract, with at least the minimum number and type of staff which meet applicable State and Federal regulations, and which are necessary for the provision of the services hereunder. Payment(s) shall be made in accordance with PART B of Article II of this Contract.

SECTION 2 - COUNTY RESPONSIBILITIES

- a. The County may review the quantity and quality of services provided pursuant to this Agreement, including the following.
 - (1) Medical and other records of County Patients. A copy of the review report, if any, shall be provided to the State.
 - (2) The Hospital(s)' procedures for Utilization Review and Quality Assurance, and related committee minutes and records, except for privileged communications and documents.
 - (3) Periodic meetings regarding the quantity and quality of services are encouraged with the Hospital's Medical Director, or designee.
- b. The County shall screen, determine the appropriateness of, and authorize all referrals for admission of County patients to the Hospital(s). The County shall, at the time of admission, provide admission authorization, identify the program to which the patient is being referred, and identify the estimated length of stay for each County Patient. However, the Hospital(s) Medical Director or designee shall make the determination of the appropriateness of a County referred patient for admission to the hospital(s) and assign the patient to the appropriate level of care and treatment unit.
- c. The County shall provide such assistance as is necessary to assist the Hospital(s)'s Social Services staff to initiate, develop and finalize discharge planning and necessary follow-up services.
- d. The County shall provide such assistance as is necessary to assist in the screening of County Patients for alternative placements, and shall facilitate such placements.

- e. The County shall provide case management services, as defined in Section 8 of PART A in Article II of this contract.

SECTION 3 - DESCRIPTION OF COVERED HOSPITAL SERVICES

- a. The State shall provide Lanterman-Petris-Short (LPS) hospital services only to those persons referred by the County specifically for services under this Contract, including those admitted pursuant to Sections 1370.01 of the Penal Code and Murphy Conservatorship (Section 5008(h)(1)(B) of the WIC). When patients committed pursuant to provisions of the Penal Code are converted to LPS billing status they shall become the financial responsibility of the county of first admission and part of that County's LPS dedicated bed capacity as described in this contract.

Former inmates of the California Department of Corrections (CDC) who convert to Murphy Conservatees following concurrent Incompetent to Stand Trial (IST) commitments will be the responsibility of the county that sent the inmate to prison at the expiration of their CDC commitment.

The County Mental Health Director, or designee, shall be involved in the conversion process and the conversion shall be made in accordance with the provisions of Section 16 D. of this contract and the provisions of Divisions 5 and 6 of WIC.

The following services are provided:

(1) Long Range Planning

The State shall provide for the participation of counties in long range planning through the counties' involvement with the regional planning groups of the Future of State Hospital Resources Task Force, and their participation in the activities of the various committees of the CMHDA.

(2) Psychiatric and Ancillary Services

- (a) The State shall provide inpatient psychiatric health care and support services, including appropriate care and treatment to County Patients in the Hospital(s) who suffer from mental, emotional or behavioral disorders and who have been referred to the Hospital(s) by the County.
- (b) The State shall not refuse to admit patient referrals from the County when the County has a bed available within its dedicated capacity and the patient, in the judgment of the Hospital(s) Medical Director or designee, meets the established criteria for admission, and any other provisions contained in this Contract.

(c) The Hospital(s) shall provide psychiatric treatment and other services in accordance with all applicable laws and regulations, including, but not limited to, Title 22 and Title 9 of the CCR.

(d) The Hospital(s) shall provide all ancillary services necessary for the evaluation and treatment of psychiatric conditions. To the extent possible, medical procedures performed prior to a patient's admission to the hospital shall not be duplicated.

b. Expert Testimony

The State and the Counties shall provide or cause to be provided expert witness testimony by appropriate mental health professionals in legal proceedings required for the institutionalization, admission, or treatment of County Patients. These proceedings may include, but not be limited to, writs of habeas corpus, capacity hearings (Reise) as provided in Section 5332 et seq. of the WIC, conservatorship, probable cause hearings, court-ordered evaluation, and appeal and post-certification proceedings.

c. Health Care Services

The State shall provide or cause to be provided any health care services, including physician or other professional services, required by County Patients served pursuant to this Agreement. In cases where non-emergent or elective medical/surgical care is recommended by hospital medical staff and where the cost for such care is likely to exceed \$2,000, the Hospital(s) Medical Director shall confer with the County's Medical Director, or designee, regarding the provision of service, including the option that, at the County's discretion, the County may make arrangements for the provision of such service.

d. Electro-Convulsive Therapy

The Hospital(s) may cause to be provided Electro-Convulsive Therapy, herein referred to as "ECT," in accordance with applicable laws, regulations, and established State policy.

e. Transportation

Transportation to and from the Hospital(s), including court appearances, County-based medical appointments or services, and pre-placement visits and final placements, shall be the responsibility of the County. The County shall also be responsible for transportation between hospitals when the transfer is initiated by the County. Other transportation between state hospitals and transportation to and from local

Director within two (2) working days after the Assistant Deputy Director receives the documented basis for the appeal.

SECTION 9 - BED USAGE

a. General Provisions

- (1) During the 2000-01 Fiscal Year, the State shall provide, within the Hospital(s), specific numbers of beds dedicated to the care of only those patients referred by the County, including those admitted pursuant to Section 1370.01 of the Penal Code and Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC). The number and type of beds is specified in Attachment 2. For Counties who are members of the Small County Bed Pool the number and types of beds in the Pool and the special Performance Contract provision relating to the Small County Bed Pool participation are contained in Article II, PART "A", Section 19 and in Attachment 2.
- (2) For the purposes within Article II of this Contract the term "dedicated beds" shall mean that the hospital(s) shall ensure that the number of beds contracted for by a County in a particular cost center category shall be available to the County at all times for patients who are appropriate for the services and facilities included in that cost center at the hospital to which the patient is being referred. The County expressly agrees that the Hospital(s) admissions, intra-hospital transfers, referrals to outside medical care, and discharges are made in accordance with the admission criteria established by the State and the Counties, and the judgment of the Hospital(s) Medical Director or designee.
- (3) The county shall be considered to have exceeded its dedicated capacity on any given day on which more county patients are assigned to a cost center than the county has dedicated capacity in that cost center. The county shall only be permitted to use beds in excess of its dedicated capacity when use does not result in denial of access of other counties to their dedicated capacity. The County's use in excess of the contract amount shall be calculated as provided in Attachment 2 of this contract.

The State shall review the county's use of state hospital beds in accordance with this contract in January 2001, for the period July 1 through December 31, 2000, and in July 2001 for the period January 1 through June 30, 2001, to determine if the county has used bed/days in excess of its dedicated capacity during the respective half year periods of the Performance Contract.

Excess use of dedicated capacity is calculated by determining actual patient days used by the county in each cost center at each hospital, for the respective half-year periods of the contract year. Excess use is established when the net sum of the cost of the county's total actual use exceeds the total dollar value of the contracted days for the period. The county shall be obligated to pay the contract amount for the period or the dollar value of the county's actual use for the six-month period whichever is greater.

The County's obligation shall not be reduced below the contract amount set forth in Attachment 2. Use in excess of the contract amount for counties, which are members of the Small County Bed Pool, shall be calculated in accordance with the provisions of Article II, Section 19 of this contract.

- (4) If the county does not contract for any state hospital beds, it may purchase access to the dedicated bed capacity of the Small County Bed Pool or from other counties. Notwithstanding the fact that the county does not purchase any state hospital dedicated bed capacity, the county shall be financially responsible for its use of state hospital resources resulting from, but not limited to, the conversion of Penal Code commitments to Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC).
- (5) There shall be no increase or decrease in the number of beds provided by the State within the Hospital(s) and within a cost center, unless this Contract is amended by mutual agreement.
- (6) When the County has a patient at Patton or Atascadero State Hospital, it shall use one of its vacant dedicated beds, in an equivalent cost center at its primary use LPS hospital, to cover the costs of that patient's care at Patton or Atascadero. If the County has no available dedicated capacity, it must obtain the required capacity by purchasing it from a county that has available capacity in the proper cost center, purchase the services from the State as provided in Item #3 above, or by amending this Contract as provided herein.
- (7) The State, in consultation with the agencies who refer patients to the hospital(s), may provide special programs for patients with unique needs, e.g., hearing impairment, Neurobehavioral problems, etc. The County may have access to these beds on a first come first served basis. If the County's dedicated capacity for the cost center in which the specialty unit(s) reside is all in use or if the County does not have any dedicated capacity in the cost center, the County may use any other of its available dedicated capacity to support the admission to the specialty unit(s).

of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to the County's LPS patients, versus other types of patients to whom the Hospital(s) provides services. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospital(s) 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 Agreement, must be reflected in the State's financial records.

c. RETENTION OF RECORDS

- (1) All financial or patient records for patients who have not yet been discharged shall be retained until the patient has been discharged, at which time the record retention requirements in 2. through 4. below shall apply.
- (2) Financial records shall be retained by the State in accordance with the provisions of the State Administrative Manual, Section 1671. This Section requires that most financial records, including CALSTARS Reports, be kept two (2) years, after two (2) years they are to be kept until audited or four (4) years which ever occurs first. County financial records relating to this contract shall be retained in accordance with applicable law, regulation, and County policy.
- (3) Patient records for adults (age 18 and over) shall be retained by the State for a minimum of seven (7) years from the date of discharge.
- (4) Patient records of persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years, whichever is greater.
- (5) Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the parties to this agreement, shall be retained by the parties until disposition of such appeals, litigation, claims, or exceptions are completed.
- (6) Except for records which relate to litigation or settlement of claims, the parties may, in fulfillment of their obligations to retain the financial and patient records as required by this Agreement, substitute photographs, micro-photographs, or other authentic reproductions of such records which are mutually acceptable to the parties, after the expiration and

two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by the parties.

SECTION 14 - REVENUE

The County and the State agree to comply with all of the applicable provisions of Sections 7275 through 7278 of the WIC.

The State shall collect revenues from patients and/or responsible third parties, e.g., MediCare, Medi-Cal, and insurance companies, in accordance with the provisions of the above cited sections of the WIC and related state laws, regulations and policies. When the county acts as the conservator of the patient and has control of the patient's estate it shall, on behalf of the patient's estate, pay the State for state hospital care in the same way that it pays other financial obligations of the patient's estate.

SECTION 15 - INSPECTIONS AND AUDITS

- a. Consistent with confidentiality provisions of Section 5328 of the WIC, any authorized representative of the County shall have reasonable access to the books, documents and records, including medical and financial records and audit reports of the State for the purpose of conducting any budget or fiscal review, audit, evaluation, or examination during the periods of retention set forth in the Records 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. The County's mental health department shall not duplicate investigations conducted by other responsible agencies or jurisdictions, e.g., State Department of Health Services (Hospital Licensing), County Coroner's Office, District Attorney's Office, and other review or regulatory agencies. Practitioner specific peer review information and information relating to staff discipline is confidential and shall not be made available for review.
- b. The Hospital(s) shall actively cooperate with any person specified in subparagraph A. above, in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate space to conduct such evaluation or monitoring. As each of the Hospital(s) have contracts with several Counties, the County agrees that the Executive Director of the Hospital(s) shall coordinate the access described in paragraph a, above, in such a manner as to not disrupt the regular operations of the Hospital(s).

SECTION 16 - NOTICES

- a. Except as otherwise provided in this contract, all notices, claims, correspondence, reports, and/or statements authorized or

required by Article II of contract shall be effective when deposited in the United States mail, first class postage prepaid and addressed as specified in Article II of this Contract.

- b. State has designated the Deputy Director, Long Term Care Services to be its Project Coordinator for all issues relating to Article II of this Contract. Except as otherwise provided herein, all communications concerning this contract shall be with the State's Project Coordinator. The County has designated the following as its Project Coordinator and except as otherwise provided herein, all communication concerning this contract shall be with the County Project Coordinator:

Larry B. Poaster, Ph.D., Director

- c. The Hospital(s) shall notify the County immediately by telephone or FAX, and in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves one of the County's patients. Such occurrences may 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.
- d. The Hospital(s) shall notify the County Mental Health Director or designee by telephone at the earliest possible time, but not later than three (3) working days after the treatment team determines that a patient on a Penal Code commitment will likely require continued treatment and supervision under a county LPS commitment after the patient's Penal Code commitment expires. Such telephone notification shall be followed by a written notification to the County Mental Health Director, or designee, which shall be submitted within ten (10) working days of the date the treatment team's determination that continued treatment and supervision should be recommended to the county. The written notice must include the basis for the Hospital's recommendation and the date on which the Penal Code commitment will expire. (See "E." below)

The above notices to the County Mental Health Director, or designee, shall be given not less than thirty (30) days prior to the expiration of the Penal Code commitment. If the hospital(s) does not notify the county at least thirty (30) days prior to the expiration of the Penal Code commitment, the county's financial responsibility shall not commence until thirty (30) days after the hospital(s) telephone notification.

The county shall be responsible for making the decision regarding the establishment of an LPS commitment at the expiration of the Penal Code commitment. The county shall notify the hospital, in writing, at least fifteen (15) days prior to the expiration of a patient's Penal Code commitment of its decision regarding the establishment of an LPS commitment and continued hospitalization.

- e. The Hospital(s) shall notify the County Mental Health Director, or designee, of the conversion of a patient on LPS status to a Penal Code commitment status that results in the state becoming financially responsible for the placement of the patient and removes the patient from the county's dedicated capacity as defined in SECTION 9 above. The hospital shall notify the County Mental Health Director, or designee, by telephone at the earliest possible time, but not later than three (3) working days after such conversion. Such telephone notification shall be followed by a written notification to the County Mental Health Director, or designee, which shall be submitted no later than ten (10) working days after the patient's conversion.
- f. For purposes of this Agreement, any notice to be provided by the County to the State shall be given by

Larry B. Poaster, Ph.D., Director

or by other authorized representatives designated in writing by the County.

SECTION 17 - NOTIFICATION OF DEATH

- a. The Hospital(s) shall notify the County by telephone immediately upon becoming aware of the death of any person served hereunder, if the patient is an inpatient in the Hospital or is on leave from the Hospital but is still considered an inpatient at the time of death. However, such notice need only be given during normal business hours. In addition, the Hospital(s) shall use its best efforts to, within twenty-four (24) hours after such death, send a FAX written notification of death to the County.
- b. The telephone report and written notification of death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name of the Hospital representative to be contacted for additional information regarding the patient's death.

SECTION 18 - REPORTS

During the fiscal year 2000-01, the parties shall continue to work on improving the information system. The state will continue to work with the CMHDA and county representatives to define more detailed data needs and develop the specification of staff, financial, physical and technological resources needed to pursue an arrangement whereby data can be delivered directly to the counties.

The state will create a data file on a weekly basis containing state hospital midnight census and year-to-date totals by level-of-care for all counties. The file will be available for downloading to CMHDA via a computer at CMHDA and at each county, at the county's request.

The state will provide the counties with quarterly reports showing the status of revenue collections from third parties, for services to county LPS patients. This report will identify the anticipated sources of revenue, the amounts projected to be received and the amount received year to date.

SECTION 19 - SMALL COUNTY BED POOL (SCBP)

- a. This Section applies only to the counties that have indicated that they are members of the SCBP as reflected in Attachment 2 of this agreement.
- b. As a member of the SCBP, the County is contracting for the number and types of State Hospital beds described in Attachment 2 (Cost Computation) of this contract. These beds are to be considered as part of the SCBP and may be used by any member of the pool. The County's access to the SCBP's beds shall be coordinated on behalf of the member counties by the CMHDA, hereinafter referred to as the "Pool Coordinator". The County shall refer patients and provide authorization for admission as described in this contract. In addition, the County agrees to be bound by the decisions of the SCBP's Utilization Review Committee and the Pool Coordinator regarding access to SCBP beds. When a patient is referred for admission, the Hospital(s) shall be provided written authorization from both the referring County and the Pool Coordinator. The Pool Coordinator shall also represent the County in its capacity of SCBP member on issues relating to utilization review and quality assurance activities.
- c. The purpose of the SCBP is to facilitate the efficient and economical utilization of state hospital beds by small counties who could only purchase a few beds with their own resources. Member counties purchase a portion of the SCBP's total dedicated capacity, but have access to the number and mix of beds in the total pool. As indicated in Attachment 2, an average cost per SCBP bed has been calculated by determining the actual cost of the number and mix of beds to be purchased by the SCBP and then dividing that amount by the total number of beds purchased.

The dedicated capacity and excess use provisions set forth in Section 9, PART A, Article II of this contract apply to the SCBP as though it were a single county user. The SCBP's excess use, if any, for the first six (6) months of this contract shall be added to the excess use, if any, during the last six (6) months of the contract year. The cost of the resulting annual use in excess of the SCBP's dedicated capacity, if any, shall be charged to member counties in accordance with instructions given to the state by the Pool Coordinator at the end of the 2000-01 fiscal year.

- d. The County shall pay the amount identified in Attachment 2 as the County's contribution to the SCBP and that portion, if any, of the

SCBP's annual excess use amount identified by the Pool Coordinator at the end of the contract year as being the responsibility of the County.

After the SCBP members identified the number and mix of beds to be purchased as the SCBP's dedicated capacity for fiscal year 2000-01, the State calculated the average cost per bed by dividing the actual cost of the beds by the number of beds. As indicated in Attachment 2, the county is charged this average rate for the bed(s) it purchases regardless of the cost center of bed.

Notwithstanding the provisions of Section 9(A)(3) of this contract, use in excess of the SCBP's dedicated capacity during each half of the contract year shall be calculated, in January for the period July 1 through December 31, 2000, and in July for the period January 1 through June 30, 2001, by reducing the number of bed/days used in excess of the SCBP's dedicated capacity in all cost centers at a hospital during the period by the number of bed/days underused in all cost centers at that hospital during the same period.

The State shall determine the dollar value of the bed/days actually used by the SCBP and compare that amount with the dollar value of the SCBP's dedicated capacity for the period. SCBP members will be charged the contract amount, or the value of the SCBP's actual use, whichever is greater.

This method of calculation notwithstanding, the SCBP members' obligation shall not be reduced below the contract amount set forth in Attachment 2. The SCBP's use in excess of its dedicated capacity for the two half year periods shall be added together and charged to the member counties at the end of the contract year in accordance with instructions given to the State by the Pool Coordinator.

PART B - SPECIFIC PROVISIONS

1. The State has designated the Deputy Director, Long Term Care Services for all issues relating to Article II of this contract, to be its Project Coordinator. Except as otherwise provided herein, all communications concerning Article II of this contract shall be with the Project Coordinator.
2. No amendment or modification to the terms and conditions of Article II of this contract, whether written or verbal, shall be valid unless made in writing and formally executed by both parties and approved by DMH.

Any amendments to Article II of this Contract may include increases or decreases in the number of beds purchased within a cost center for the remainder of the current Contract term. In the case of a decrease in the number of beds purchased within a

cost center, the County will remain responsible for the fixed costs of the beds which are eliminated pursuant to such Contract amendment, unless the State contracts these bed(s) to another entity, in which case the County shall be absolved of all charges for such bed(s). In the case of an increase in the number of beds purchased within a cost center, the purchase cost shall be the rate established for those beds for the current fiscal year.

3. The parties understand and agree that Article II of this Contract shall not be terminated during its term. The provisions for altering Article II of this Contract during its life are articulated in paragraph 2 above.

Section 4331 of the WIC defines the process to be followed in renewing the County's contract for state hospital services. The parties understand that this annual renewal process is for the purpose of ensuring an orderly adjustment in the use of state hospitals by the counties.

4. Should the State's ability to meet its obligations under the terms of this Contract be substantially impaired due to loss of license to operate, damage or malfunction of the physical facilities, labor unions, or other cause, the State and the County shall negotiate modifications to the terms of this Contract which ensure the safety and health of County patients.
5. The amount payable by the Contractor to the State concerning all aspects of Article II of this Contract shall be \$ \$669,374. The contract amount reflected here was computed based on the information contained in Attachment 2. The amount represents the application of the "2000-01 Gross Rate to Counties", as published in a letter from DMH to Local Mental Health Directors dated July 17, 2000, entitled "STATE HOSPITAL RATES AND PLANNING ASSUMPTIONS FOR FISCAL YEAR 2000-01" which by this reference is made a part hereof, to the county's contracted beds, less \$16.07 per day to reflect the application of anticipated revenue.
6. Any County use in excess of the contracted amount, as defined in Article II, PART A, Section 9(A)(2), or Section 19(D) for the SCBP, during the 2000-01 fiscal year, shall be an additional cost to the county and collected by adjusting the State Controller's Schedule "B" in February 2001 and August 2001.
7. To the degree that revenue projections are not realized, the county shall be responsible for the cost of its State Hospital use up to the "2000-01 Gross Rate to Counties" published in ATTACHMENT "A" of the DMH letter referenced in #5 above. Determination of available revenue shall be completed by the State by September 30, 2001.
8. If the pro rata share payments do not equal the total contract amount, the county shall pay the difference to the State for

deposit to the State Hospital Account of the Mental Health Facilities Fund. The Final County payment is due after adjustments are made according to WIC 4330(d) "Distribution of unencumbered funds." See paragraph 10 below.

9. If the State borrows money because a county elects a pro rata share, there may be an interest charge levied against the County. Interest charged by the State Controller for the loan of money is in addition to and separate from the County Performance Contract which encompasses State Hospital Services.
10. Should a dispute arise relating to any issue within Article II of this contract, the County shall, prior to exercising any other remedies which may be available, except those described in Section 6.C. of Article II, provide written notice within a thirty-day period of the particulars of such dispute to:

Director
Department of Mental Health
1600 9th Street
Sacramento, CA 95814

Such written notice shall contain the contract number. The Director, or his designee, shall meet with the county, review the factors in the dispute before a written response is given to the County. The Director, or his designee, shall provide a written response within thirty days.

11. INDEMNIFICATION AND INSURANCE

- a. Except as provided in the following paragraph B., and to the extent authorized by law, and as provided for in Section 895 of the California Government Code the State shall indemnify and hold harmless the County, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or property damage arising out of acts or omissions of the State, its officers, agents or employees in performance related to Article II of this Contract.
- b. County warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage. The County shall indemnify and hold harmless and defend the State, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or damages to property arising out of acts or omissions of the County, its officers, agents or employees in performance related to Article II of this Contract.

12. LICENSES AND LAW

The State, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, maintain all licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by applicable laws and regulations. The State shall immediately notify the County in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.

ARTICLE III -- GENERAL PROVISIONS

A. TERM

The term of the Fiscal Year 2000-01 County Performance Contract shall be July 1, 2000, through June 30, 2001.

B. BUDGET CONTINGENCIES

All parties agree that relating to Short-Doyle/Medi-Cal, the contract is based upon the following:

1. Federal Budget

- a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds. This was done to avoid program and fiscal delays, which would occur if it were written after that determination was made.
- b. It is mutually agreed that, if the Congress does not appropriate sufficient funds for the program, the State has the option to void the contract or to amend the contract to reflect any reduction of funds. Such amendment, however, shall require County approval.
- c. The contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- d. The State and the County agree that if Congress enacts such changes during the term of this contract, both parties shall meet and confer to renegotiate the terms of this Contract affected by the restrictions, limitations, conditions, or statute enacted by Congress.

2. State Budget

- a. This contract is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this contract in any manner. The State and the County mutually agree that if statutory or regulatory changes occur during the term of this contract which affect this contract, both parties may renegotiate the terms of this Contract affected by the statutory or regulatory changes.

- b. This contract may be amended upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.
- c. It is mutually agreed that if the Budget Act does not appropriate sufficient funds for the program, this Contract shall be void and have no further force and effect. In such an event, the State shall have no further liability to pay any funds whatsoever to the County or to furnish any other considerations under this Contract, and the County shall not be obligated to perform any provisions of this contract or to provide services intended to be funded pursuant to this contract.

C. CONFIDENTIALITY

1. The parties to this agreement shall comply with applicable laws and regulations, including but not limited to Section 5328 et seq. of the WIC regarding the confidentiality of patient information.
2. The County shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a DMH funded program. County shall not use such identifying information for any purpose other than carrying out the County's obligations under this contract.
3. The County shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal Laws.
4. For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

D. NONDISCRIMINATION

1. The State and the County shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law.

2. During the performance of this contract, the County and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age, or sex. The County and subcontractors shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, CCR, Section 7285 et seq.). The County shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the CCR are incorporated into this contract by reference and made a part hereof as if set forth in full. The County and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. The County shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. The County shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.
5. The County assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

E. STATEMENT OF COMPLIANCE

The County agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and Title 2, Division 4, Chapter 5 of the CCR in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. County agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

F. PATIENTS' RIGHTS

The parties to this 2000-01 County Performance Contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

G. RECORDKEEPING

1. The County agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, of the CCR and DMH policy.
2. The County agrees that the State shall have access to facilities, programs, documents, records, staff, clients/patients, or other material or persons the State deems necessary to monitor and audit services rendered.

H. RELATIONSHIP OF THE PARTIES

The State and the County are, and shall at all times be deemed to be, independent agencies. Each party to this Agreement shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The State, its agents and employees, shall not be entitled to any rights or privileges of County employees and shall not be considered in any manner to be County employees. The County, its agents and employees, shall not be entitled to any rights or privileges of State employees and shall not be considered in any manner to be State employees.

I. REPORTS

1. Any products or reports, which are produced pursuant to this contract, shall name the Department of Mental Health, the contract number, and the dollar amount of the contract (Government Code, Section 7550).
2. The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract, and reserves the right to authorize others to use or reproduce such materials, unless of a confidential nature.

J. SEVERABILITY

If any provision of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or is found by a court to be in contravention of any Federal or State law or regulation, the remaining provisions of this Contract or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Contract are declared severable.

K. SUBCONTRACTING

The County agrees to place in each of its subcontracts, which are in excess of \$10,000 and utilize State funds, a provision that: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)". The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

L. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract.

M. DRUGFREE WORKPLACE CERTIFICATION

By signing this contract, the Contractor hereby certifies under penalty of Perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a), to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace,

2. the person's or organization's policy of maintaining a drug-free workplace,
 3. any available counseling, rehabilitation and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a) that every employee who works on the proposed contract or grant:
1. will receive a copy of the company's drug-free policy statement, and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if DMH determines that any of the following has occurred: (1) the contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

N. Year 2000 Compliance

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant." For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

O. Child Support Compliance

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

2. The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Attachment 1

Request for Waiver Pursuant to Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to Section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors..

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the county due to inadequate or unavailable alternative resources that would be caused by compliance with the state policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the county for identifying and providing appropriate treatment to minors admitted with adults.

Execution of this contract shall constitute approval of this waiver. Any waiver granted in the prior fiscal year's contract shall be deemed to continue until execution of this contract.

ATTACHMENT 2

Stanislaus County STATE HOSPITAL COST COMPUTATION July 1, 2000, through June 30, 2001

1. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	0	0	0
Youth Services	0	0	0
Continuing Medical Care (SNF)	0	0	0
ICF-Psychiatric Subacute	0	6	6
Total Beds Requested	0	6	6

2. COUNTY NET RATE FOR 2000-01

Cost Center	Metropolitan	Napa
Acute Psychiatric/Spec.	\$347.90	\$0.00
Youth Services	\$325.85	\$0.00
Continuing Medical Care (SNF)	\$300.32	\$336.87
ICF-Psychiatric Subacute	\$320.47	\$305.65

3. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 365 to find the annualized cost for the cost center. Multiply the annualized cost times the number of beds requested in the cost center to find the annual total cost per cost center.

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	\$0	\$0	\$0
Youth Services	\$0	\$0	\$0
Continuing Medical Care (SNF)	\$0	\$0	\$0
ICF-Psychiatric Subacute	\$0	\$669,374	\$669,374
Total County Costs	\$0	\$669,374	\$669,374

**ATTACHMENT 2, STANISLAUS COUNTY
STATE HOSPITAL COST COMPUTATION
2000-01 FISCAL YEAR
Page 2**

4. NET UTILIZATION CALCULATION METHODOLOGY

For the 2000-01 Performance Contract the following methodology will be used to calculate the county's use of state hospital resources, if any, in excess of the contract amount specified in this Agreement.

- A. Excess use will be calculated twice during the fiscal year—once in January 2001 for the first six (6) month period and again in July 2001 for the second six (6) month period. The State Controller will be directed to make an adjustment in the Schedule "B" for the county to reflect any excess use charge.
- B. The total cost of the County's actual use in all cost centers at Napa and Metropolitan State Hospitals for the six-month period will be calculated. County LPS patients at Atascadero or Patton State Hospitals are charged to the ICF-Psychiatric Subacute cost center at the County's hospital of primary use – Metropolitan or Napa State Hospital. The County will be charged the contract amount or the actual cost of the County's state hospital use whichever is greater.

5. BASE CONTRACT AMOUNT

The total of item 3 in this Attachment is \$669,374. This amount appears in II, "B," item #5 of this Performance Contract. This amount may be increased as indicated above and to reflect any required adjustment in the \$16.07 per day offset as described in the Performance Contract.

cost center, the County will remain responsible for the fixed costs of the beds which are eliminated pursuant to such Contract amendment, unless the State contracts these bed(s) to another entity, in which case the County shall be absolved of all charges for such bed(s). In the case of an increase in the number of beds purchased within a cost center, the purchase cost shall be the rate established for those beds for the current fiscal year.

3. The parties understand and agree that Article II of this Contract shall not be terminated during its term. The provisions for altering Article II of this Contract during its life are articulated in paragraph 2 above.

Section 4331 of the WIC defines the process to be followed in renewing the County's contract for state hospital services. The parties understand that this annual renewal process is for the purpose of ensuring an orderly adjustment in the use of state hospitals by the counties.

4. Should the State's ability to meet its obligations under the terms of this Contract be substantially impaired due to loss of license to operate, damage or malfunction of the physical facilities, labor unions, or other cause, the State and the County shall negotiate modifications to the terms of this Contract which ensure the safety and health of County patients.
5. The amount payable by the Contractor to the State concerning all aspects of Article II of this Contract shall be \$ 727,379 . The contract amount reflected here was computed based on the information contained in Attachment 2. The amount represents the application of the "2000-01 Gross Rate to Counties", as published in a letter from DMH to Local Mental Health Directors dated July 17, 2000, entitled "STATE HOSPITAL RATES AND PLANNING ASSUMPTIONS FOR FISCAL YEAR 2000-01" which by this reference is made a part hereof, to the county's contracted beds, less \$16.07 per day to reflect the application of anticipated revenue.
6. Any County use in excess of the contracted amount, as defined in Article II, PART A, Section 9(A)(2), or Section 19(D) for the SCBP, during the 2000-01 fiscal year, shall be an additional cost to the county and collected by adjusting the State Controller's Schedule "B" in February 2001 and August 2001.
7. To the degree that revenue projections are not realized, the county shall be responsible for the cost of its State Hospital use up to the "2000-01 Gross Rate to Counties" published in ATTACHMENT "A" of the DMH letter referenced in #5 above. Determination of available revenue shall be completed by the State by September 30, 2001.
8. If the pro rata share payments do not equal the total contract amount, the county shall pay the difference to the State for

ATTACHMENT 2

Stanislaus County STATE HOSPITAL COST COMPUTATION July 1, 2000, through June 30, 2001

July 1, 2000, through December 31, 2000 (184 days)

1. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	0	0	0
Youth Services	0	0	0
Continuing Medical Care (SNF)	0	0	0
ICF-Psychiatric Subacute	0	6	6
Total Beds Requested	0	6	6

2. COUNTY NET RATE FOR 2000-01

Cost Center	Metropolitan	Napa
Acute Psychiatric/Spec.	\$347.90	\$0.00
Youth Services	\$325.85	\$0.00
Continuing Medical Care (SNF)	\$300.32	\$336.87
ICF-Psychiatric Subacute	\$320.47	\$305.65

3. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 184 to find the period cost per bed for the cost center. Multiply the period cost times the number of beds requested in the cost center to find the total period cost per cost center.

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	\$0	\$0	\$0
Youth Services	\$0	\$0	\$0
Continuing Medical Care (SNF)	\$0	\$0	\$0
ICF-Psychiatric Subacute	\$0	\$337,438	\$337,438
Total County Costs	\$0	\$337,438	\$337,438

**ATTACHMENT 2, STANISLAUS
STATE HOSPITAL COST COMPUTATION
2000-01 FISCAL YEAR
Page 2**

January 1, 2001, through June 30, 2001 (181 days)

4. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	0	0	0
Youth Services	0	0	0
Continuing Medical Care (SNF)	0	0	0
ICF-Psychiatric Subacute	1	6	7
Total Beds Requested	<u>1</u>	<u>6</u>	<u>7</u>

5. COUNTY NET RATE FOR 2000-01

Cost Center	Metropolitan	Napa
Acute Psychiatric/Spec.	\$347.90	\$0.00
Youth Services	\$325.85	\$0.00
Continuing Medical Care (SNF)	\$300.32	\$336.87
ICF-Psychiatric Subacute	\$320.47	\$305.65

6. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 181 to find the period cost per bed for the cost center. Multiply the period cost times the number of beds requested in the cost center to find the total period cost per cost center.

Cost Center	Metropolitan	Napa	Total
Acute Psychiatric/Spec.	\$0	\$0	\$0
Youth Services	\$0	\$0	\$0
Continuing Medical Care (SNF)	\$0	\$0	\$0
ICF-Psychiatric Subacute	\$58,005	\$331,936	\$389,941
Total County Costs	<u>\$58,005</u>	<u>\$331,936</u>	<u>\$389,941</u>