



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER
CN21320
Page No. 1 of 2
PO Date JUL/01/2017

REFER INQUIRIES TO BUYER:

PHUNG LOMAN
Phone: 805-568-2697
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn: LAURA LI
CALIFORNIA MENTAL HEALTH
SERVICES AUTHORITY
3043 GOLD CANAL DR STE 200
RANCHO CORDOVA, CA 95670

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

Phone: 916/859-4818

Table with 6 columns: TERMS, F.O.B., SUPPLIER CODE, DELIVERY DATE, REQUESTED BY, REQ. NO.
Row 1: NET 30, DESTINATION-PREPAY & ADD, 23412, JUN/30/2019, DENISE MORALES, CN17292

Table with 5 columns: LN, QUANTITY, GIL ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION
Row 1: 1, 1 LOT, 0044+043+0000+4662+, 4,206.00 /LOT, 4,206.00

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY/SERVICE CONTRACT
SPECIAL NOTICE TO SUPPLIER: THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN17292 WHICH EXPIRES ON JUNE 30TH, 2017. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2017.
GENERAL: PROVIDE FACILITATION OF NEGOTIATION WITH THE STATE REGARDING PROCUREMENT OF STATE HOSPITAL BEDS, FOR OPERATIONS PER THE ATTACHED PARTICIPATION AGREEMENT

CONTRACT PERIOD: July 1, 2017 through June 30, 2019.

LIMITATIONS: Total expenditure for the period shall not exceed \$4206.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2014 05 18) applies.
Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101

Accepted By: (X) [Signature]

Print Name/Title: John E. Chaquica, COO Date: 8-16-2017

Applicable License # (Medical/Contractor/Etc):

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

[Signature]
COUNTY OF SANTA BARBARA

Supplier

This order is being tracked by:





# CHANGE ORDER

L  
 Order Number: 7/6/17  
 CN17292  
 Change Number: 0  
 Department Name: Behavioral Wellness  
 Customer Number: 043-02-01-2110-0  
 Requested By: Denise Morales  
 Phone #: 805/ 681-5168

Supplier Name and Address:

California Mental Health Services Authority  
 ATTN: Laura Li  
 3043 Gold Canal Dr. Ste 200  
 Rancho Cordova, CA 95670

PH: 9168594818

**Note to Supplier:**

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.  
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

**Renewal:** FY 17-19 for contract maximum not to exceed \$4,206.

CalMHSA to provide facilitation of negotiation with the State regarding procurement of State Hospital Beds, for operations per the attached Participation Agreement.

**Term:** July 1, 2017 through June 30, 2019.

Insurance attached.

Department Input - Does this Change-Order involve Federal Funds (circle one):  No Yes (Federal Super Circular requirements apply)

Melanie Johnson 7/6/17  
 Authorized Departmental Signature Date Buyer Date  
 Melanie Johnson 805/681-5121 805/  
 Printed Name Phone (7 digit) Printed Name Phone (7 digit)

### CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

(Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

<input type="radio"/>	Enter Original Encumbrance
<input type="radio"/>	Increase Encumbrance
<input type="radio"/>	Reduce Encumbrance

Posting Date

Audit Trail #

Document # ENC

/ /

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1	O	CN17292	044	043	7430	\$4,206	4662			A
2										
3										
4										
5										
Total						\$4,206				

A Renewal for FY 17-18

Denise Morales  
Form Prepared By

805-681-5168  
Phone #

Deputy Auditor-Controller

Date





**COUNTY OF SANTA BARBARA**

**PURCHASING AGENT**  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ORDER	
<b>CN21320</b>	
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429 N. SAN ANTONIO RD.  
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Phone: 805/681-5168

Phone: 916/859-4818

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	DESTINATION-PREPAY & ADD	23412		DENISE MORALES	CN17292

LN	QUANTITY	GL ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
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Tax 1:	0.00
Tax 2:	0.00
<b>Total:</b>	<b>4,206.00</b>

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at [www.countyofsb.org](http://www.countyofsb.org)

  
\_\_\_\_\_  
COUNTY OF SANTA BARBARA

**Supplier**

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Santa Barbara 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, this Participation Agreement, and by the MOU through which non-Members participate. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A General Program Description
- Exhibit B Scope of Services
- Exhibit C Terms and Conditions
- Exhibit D Budget Detail and Payment Provisions
- Exhibit E Special Terms and Conditions (optional)

3. The term of the Program is 7/1/2017 through 6/30/2019.

4. Authorized Signatures:

CalMHSA

Signed: [Signature] Name (Printed): John E Chaudron  
Title: Executive Director or Chief Operating Officer Date: 5/15/19

Participant

Signed: [Signature] Name (Printed): Alice Gleghorn, Ph.D.  
Title: Director Date: 7/7/17

**PARTICIPATION AGREEMENT**  
Exhibit A – General Program Description

**I. Recitals**

Government Code section 6500 *et seq.* allows California public entities to form separate entities to exercise powers held by its members. California Counties have under the authority of the Government Code formed the California Mental Health Services Authority (CalMHSA). CalMHSA is authorized by its Joint Exercise of Powers Act to jointly develop, and fund mental health services under, among other things, Division 5 of the California Welfare and Institutions Code, including the provision of necessary administrative services.

Sections 4330 through 4335 of the Welfare and Institutions Code provide for Counties, including Counties acting jointly, to contract with the State Department of State Hospitals for use of State Hospital facilities for their civil commitments under Division 5 of the California Welfare and Institutions Code. Certain members of CalMHSA desire to authorize CalMHSA to jointly negotiate and contract with the State Department of State Hospitals for use of such facilities on their behalf, and to explore and potentially implement related, alternative, or replacement services

Based on the foregoing, the parties do hereby enter into this Participation Agreement for the CalMHSA State Hospitals Program to authorize CalMHSA to contract for State Hospital beds on behalf of Program Participants and to evaluate and implement collaborative opportunities in the development of programs for special populations requiring secure 24-hour treatment services (i.e., IMD, court commitments, acute treatment, incompetent to stand trial, etc.

**II. Name of Program**

The CalMHSA State Hospitals Program (SHP).

**III. Program Goals**

- A. **CONTRACTING.** In accordance with Welfare and Institutions Code section 4330 *et seq.*, Participants will come together to act jointly through CalMHSA in contracting with the California Department of State Hospitals (DSH) for access and use of state hospital bed resources, and to ensure compliance by DSH with all applicable requirements and provisions of CalMHSA's contract with DSH.
- B. **FISCAL:** Work closely with DSH in the analysis of cost containment strategies that create efficiency in the purchasing of state hospital beds and overall cost.
- C. **QUALITY OF CARE:** Work collaboratively with the DSH in establishing "standardization of services" and consistency in services provided to ensure the quality and levels of patient care needed by counties.
- D. **ALTERNATIVE OPTIONS FOR SERVICES:** Work collectively across counties in the identification and determination of the feasibility of utilizing alternatives to state hospital resources, and facilitate implementation of such alternatives if so directed by Participants.
- E. **OTHER OPPORTUNITIES:** Evaluate collaborative opportunities in the development of programs for special populations requiring secure 24 hour treatment services (i.e., IMD, court commitments, acute treatment, incompetent to stand trial, etc.).

F. OTHER: As defined by participants

#### IV. Program Outcomes

As directed by Participants, CalMHSA will collectively work in achieving efficiencies as a single administrative body engaging in a single negotiation of terms and rates for bed utilization, establish quality assurance standards and procedures, review shared financial analysis, and explore and facilitate opportunities and alternatives.

##### A. CONTRACTING:

1. Develop new contract terms that address all critical responsibilities, establish performance standards, protect counties from improper inflation of rates, clearly denote bed classification and processes, and require the state to indemnify counties for liability due to the state's negligent acts.
2. Provide counties the ability to audit DSH costs, appeal DSH decisions, and pursue recourse for unfair dealings by DSH.
3. Develop fair and accurate rates.
4. Enable counties to have more control over realignment funds owed to them. (WIC Section Code 17601)
5. Maximize flexibility of bed utilization.

##### B. FISCAL:

1. Create a baseline to use as a projection of bed use by county and type of bed.
2. Create and maintain an actual cost reimbursement structure. (WIC Section Code 4330)
3. Ensure accuracy of costs charged based on actual use by county and for each bed type.
4. Create a fair and established process for assigning beds.
5. Stabilize and flat line individual county costs.
6. Facilitate an efficient and timely process for invoicing Participants.
7. Develop a process for county notification and reconciliation of federal reimbursement for services (Medicare).
8. Begin establishment of a database in order to efficiently evaluate DSH and state hospital services and contract compliance, as well as to evaluate alternatives.
9. Use database to enhance bed rate efficiency by bed type.

##### C. QUALITY OF CARE SERVICES:

1. Create a baseline for performance measurements and review for compliance.
2. Provide for regular audits/reviews of performance activity of the counties and Hospitals to ensure expectations are being met.
3. Enhance patient care.
4. Reduce bed use and/or length of stay, leading to less cost.
5. Allow CalMHSA to research options for patient services not provided.
6. Ensure standardization across the board and creation of a system to measure against.
7. Track services not provided but needed by counties.
8. Allow counties to be more informed and better served, and for DSH to be more informed, resulting in better service to counties. Enhance processes and outcomes.

D. ALTERNATIVES:

1. Determine what services are needed but not provided by DSH.
2. Evaluate alternative treatment providers.
3. Evaluate alternative treatment resources, allowing counties greater control.
4. Evaluate alternative sites
5. Facilitate alternatives as directed by Participants

E. OTHER OPPORTUNITIES:

1. Develop a list of challenges in the area of care where a collective solution (two or more counties, regionally, or statewide) could benefit the members.

## **PARTICIPATION AGREEMENT**

### **Exhibit 3 – Scope of Services**

#### **I. RELATIONSHIP OF THE PARTIES**

Sections 4330 through 4335 of the Welfare and Institutions Code (WIC) require counties to contract with DSH to reimburse DSH for use of state hospital beds/services provided pursuant to Part 1 (commencing with Section 5000) of Division 5 of the WIC. Sections 4330 through 4335 of WIC provide for counties to contract in combination with other counties.

The purpose of this Participation Agreement is to grant CalMHSA the authority to contract with DSH for state hospital bed utilization on behalf of Participants, and to define roles and responsibilities between CalMHSA and Participants in the context of an MOU between CalMHSA and DSH.

Demonstrate and provide proof of authorization to enter into this Agreement on behalf of Participant, consisting of a resolution of Participant's Board authorizing such signature, proof of delegated authority to execute contracts of a class that includes this Participation Agreement, or other comparable authority.

#### **II. GOVERNANCE**

- A. Per CalMHSA Bylaws, CalMHSA members have the authority to create a Program such as the SHP, while participants in the SHP govern its operation through adoption and execution of this Participation Agreement and by voting on Program items.
- B. Participants may determine the need for an oversight committee for this program.

#### **III. GENERAL RESPONSIBILITIES OF PARTIES**

##### **A. Responsibilities of CalMHSA**

1. Comply with applicable laws, regulations, guidelines, CalMHSA's Joint Powers Agreement, Bylaws, this Participation Agreement, and the Program Bylaws.
2. Use best efforts to obtain an appropriate placement for Participants' patients in a state hospital.
3. Facilitate coordination of treatment and case management by DSH and Participant as to each of Participant's patients.
4. Provide dedicated administrative staff as necessary to perform under this Agreement.
5. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
6. Provide regular fiscal and operational reports to Participants and any other public agencies with a right to such reports.
7. Develop allocation model for allocation of beds, funds and expenses among Participants.
8. Facilitate operation of Participant focus groups, training, bed triage process, and dispute resolution process.



**B. Responsibilities of Participant**

1. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.
2. Designate CalMHSA as Participant's agent in contracting with DSH for purchase of beds at State Hospitals on behalf of Participant pursuant to WIC 4330 through 4335.
3. Provide input and feedback as necessary to accomplish the purposes of the Program.
4. Timely and complete submission of information in response to requests.
5. Acknowledgement that certain funds contributed by the Participant will be aggregated with the funds of other Participants in the Program, and jointly used to meet the objectives of the Program, pursuant to the allocation formula adopted. Acknowledge that Program expenses will include a proportionate share of CalMHSA's administrative expenses and management costs.
6. Agree to pay for services provided by or through CalMHSA, including administrative and management costs, upon adoption and approval by the Participants of a Program budget.

**III. SERVICES TO BE CONTRACTED WITH DEPARTMENT OF STATE HOSPITALS AS DETAILED IN THE MOU WITH DSH.**

**IV. BED USAGE**

**A. Contracting and Beds**

Based on the contractual commitments made by Participants, through this agreement CalMHSA will contract (MOU) with DSH to provide, within the state hospitals, specific numbers of beds dedicated to the care of those patients referred by CalMHSA Participants, including those admitted pursuant to Section 1370.01 of the Penal Code and Murphy Conservatorships (WIC § 5008(h)(1)(B)) (i.e., Participants' patients).

**B. Participant's Financial Commitment**

So that no Participant shall be obligated beyond its commitment, no one Participant's minimum obligation shall be reduced below the contract amount set forth in Exhibit 3 of the DSH MOU.

A Participant that has not committed to any state hospital bed/years 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 (WIC § 5008(h)(1)(8)).

**PARTICIPATION AGREEMENT**  
Exhibit C - General Terms and Conditions

**I. Duration and Term**

- A. The term of the Program is as shown on the Cover Sheet, with annual renewals thereafter, with no change to the annual funding amounts, unless mutually agreed upon by both parties via an Amendment to this Participation Agreement.
- B. Any Participant may withdraw from the Program upon six months written notice. Notice shall be deemed served on the date of mailing.
- C. The majority of the Participants may vote to expel a Participant from the Program for cause. Cause shall be defined as any breach of this Participation Agreement, any misrepresentation, or fraud on the part of any Participant.

**II. Withdrawal, Cancellation and Termination**

- A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses 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
- B. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed and apportioned among the Participants in proportion to their contributions.

**III. Fiscal Provisions**

- A. Funding required from the Participants will not exceed the amount stated in Exhibit D.
- B. Participants will share in the costs of planning, administration and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit D.
- C. Participants who during any one year do not procure beds shall pay a minimum charge to defray indirect costs to sustain the Program.

## **PARTICIPATION AGREEMENT**

### **EXHIBIT D - BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **STATE HOSPITAL BED PURCHASE AND USAGE**

##### **I. CONTRACT AMOUNT AND PAYMENT PROVISIONS**

The amount payable by Participant to CalMHSA concerning this Agreement shall be \$1,402 per bed, per fiscal year, for a total of \$1,402, commencing FY 2017-18. The amount for operations does not include the financial obligation of the Participant for actual bed use. The amount reflected here was computed based on the information contained in the Exhibit 3 of the DSH MOU. The amount represents the application of the State Hospital Rates for the Fiscal Year as published by DSH, which by this reference is made a part hereof, to Participant's contracted beds. In addition, this amount includes an administrative charge assessed on the number of contracted beds listed in Exhibit 3 of the DSH MOU, based the SHSP administrative budget adopted for the fiscal year by the Participants.

Participants who currently do not regularly (each year) versus sporadically procure beds shall be responsible for a minimum charge for indirect costs to sustain the Program. Amount to be determined upon completion of an assessment of participant's state hospital bed procurement history.

##### **II. BUDGET CONTINGENCIES**

This Agreement 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 Agreement in any manner. If statutory or regulatory changes occur during the term of this Agreement, both parties may renegotiate the terms of the Agreement affected by the statutory or regulatory changes.

This Agreement may be amended only in writing upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.