

**Attachment C –
CaIMHSA FY 2023-25 SHB
Program Participation Agreement
No. 4640-SHB-2023-SB
executed**



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

May 7, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 24-00428

RE: Consider recommendations regarding California Mental Health Services Authority (CalMHSA) and California Department of State Hospitals (DSH) Purchase of state hospital beds Memorandum of Understanding (MOU) Fiscal Year (FY) 2023-2025 and CalMHSA State Hospital Beds Administrative Fee Participation Agreement FY 2023-2025, as follows:

a) Approve, ratify, and authorize the Director of the Department of Behavioral Wellness or designee to execute an MOU with CalMHSA and the California DSH regarding County use of state hospital beds, for the period of October 1, 2023, through June 30, 2025;

b) Approve, ratify, and authorize the Chair to execute the CalMHSA State Hospitals Program Participation Agreement No. 4640-SHB-2023-SB for an estimated administrative fee of \$25,236.00 (inclusive of \$12,618.00 per FY) based on the current allocation of nine beds to the County, for the period of July 1, 2023, through June 30, 2025; and

c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

Denise El Amin addressed the Board.

A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:

- a) **Approved, ratified and authorized;**
- b) **Approved, ratified and authorized; Chair to execute; and**
- c) **Approved.**

The motion carried by the following vote:



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 7, 2024

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: April 23, 2024
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
Director(s) Behavioral Wellness, (805) 681-5220
Contact Info: Laura Zeitz, Division Chief of Housing Placement/PHF
Behavioral Wellness, (805) 452-2760

DS
AN

SUBJECT: California Mental Health Services Authority (CalMHSA) and California Department of State Hospitals Purchase of State Hospital Beds Memorandum of Understanding FY 23-25 and CalMHSA State Hospital Beds Administrative Fee Participation Agreement FY 23-25

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Director of the Department of Behavioral Wellness or designee to execute a Memorandum of Understanding (MOU) with the **California Mental Health Services Authority (CalMHSA)** and the **California Department of State Hospitals (DSH)** regarding County use of state hospital beds, for the period of October 1, 2023, through June 30, 2025;
- b) Approve, ratify, and authorize the Chair to execute the **California Mental Health Services Authority** State Hospitals Program Participation Agreement No. 4640-SHB-2023-SB for an estimated administrative fee of **\$25,236** (inclusive of \$12,618 per fiscal year) based on the current allocation of nine beds to the County, for the period of July 1, 2023, through June 30, 2025; and
- c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

Summary Text:

This item is on the agenda to request the Board of Supervisors (Board) to approve, ratify, and authorize the Director of the Department of Behavioral Wellness (BWell) or designee to enter into a Memorandum of Understanding (MOU) with California Mental Health Services Authority (CalMHSA) and the California Department of State Hospitals (DSH) for FY 23-25, regarding County use of state hospital beds. Additionally, this includes a request for the Board to approve, ratify, and authorize BWell or designee to execute the CalMHSA State Hospitals Program Participation Agreement (PA) No. 4640-SHB-2023-SB for an administrative fee in the estimated amount of \$25,236 (inclusive of \$12,618 for FY 23-24 and \$12,618 for FY 24-25), based upon the use of nine (9) beds at a cost not to exceed \$1,402 per bed from July 1, 2023, through June 30, 2025.

Background:

On April 1, 2014, the Board authorized BWell to become a member of CalMHSA. CalMHSA, a Joint Powers Authority (JPA), negotiates the State Hospital Bed (SHB) MOU with DSH on behalf of city and county mental health authorities, including BWell. CalMHSA is the administrative agent for behavioral health departments. Section 4330 of the California Welfare and Institutions Code (WIC) requires counties to reimburse DSH for the use of state hospital beds and services by their residents. Clients referred to state hospitals by BWell are individuals who have major mental illness requiring continuity of care and inpatient services or individuals who, under the Lanterman Petris Short Act “Murphy” Conservatorships, were previously found incompetent to stand trial on specific felony charges.

On May 20, 2014, the Board approved BWell’s entrance into the first SHB MOU between CalMHSA and DSH and the Board subsequently approved amendments to extend the date of the MOU through June 30, 2021. As a member of CalMHSA, participating counties, including the County of Santa Barbara, are able to sign on to the negotiated agreement between CalMHSA and DSH for the County’s state hospital bed needs. The MOU provided BWell with consistently low rates for nine years.

On February 2022, the Board approved the CalMHSA and DSH SHB MOU from July 1, 2021, through June 30, 2022. On November 1, 2022, the Board approved the First Amendment to that agreement, which revived the CalMHSA and DSH MOU FY 21-22 and extended the term through December 31, 2022. The short-term Amendment allowed CalMHSA and DSH to continue negotiating the FY 22-23 MOU and update the bed rate for the purchase of state hospital beds. The bed rate increased for the first time in eight years. However, CalMHSA was able to obtain the lowest possible rate with the DSH (\$1,402 per bed). BWell awaited CalMHSA and DSH to come to agreement on all terms, at which point they would issue a new MOU to be approved by the Board.

On September 6, 2023, CalMHSA sent the FY 23-25 MOU and FY 23-25 PA No. 4640-SHB-2023-SB to the County. The PA allows for the payment of the administrative fee to CalMHSA for the administration of the SHB programs. Based on June 2023, data provided by DSH, Santa Barbara County is currently allocated an annual bed number of nine (9) beds. BWell’s bed utilization estimate is based on BWell’s historical use of state hospital beds. Therefore, the participation agreement fee is \$12,618 for fiscal year 2023-2024 and \$12,618 for fiscal year 2024-2025, for a total of \$25,236 for the term of the agreement.

Actual State Hospital bed usage and client placement levels can vary. BWell has utilized between 9-11 beds on average in the last 6 months with an annual estimated cost between \$2.5M - \$2.9M.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Estimated Participation Agreement Cost</u> <u>FY 23-24:</u>	<u>Estimated Participation Agreement Cost</u> <u>FY 24-25:</u>	<u>Estimated Total Cost</u> <u>Cost FY 23-25</u>
General Fund			
State	\$ 12,618	\$ 12,618	\$ 25,236
Federal			
Fees			
Other:			
Total	\$ 12,618	\$ 12,618	\$ 25,236

Narrative: The above-referenced contract is funded through State Mental Health Realignment funds. The FY 23-24 Approved Budget included funding for State Hospital beds and the CalMHSA participation fees. State Hospital costs and fees are included in the FY 24-25 Recommended Budget and subject to future Board approval. The MOU does not financially bind the county to any payment obligations if BWell does not utilize the beds, nor does it preclude BWell from using additional beds. The estimated annual cost of State Hospital beds is \$2.5M- \$2.9M which is contingent upon the number of beds utilized the client’s placement level. Higher acuity levels or increased bed usage would result in a higher annual cost to BWell.

Key Contract Risks:

The MOU with CalMHSA and DSH and the PA with CalMHSA are subject to any changes to the State Budget Act or to any statute or regulation that may affect the provisions, terms, or funding of the MOU or the PA enacted by the Legislature. If statutory, regulatory, bed rate, or billing process changes occur during the term of the MOU or if DSH is unable to meet its obligations pursuant to subpart B of Section III of the MOU, the MOU permits the parties to renegotiate the terms of the MOU affected by such changes. BWell has contracts with other Institutes of Mental Disease facilities to provide needed care in the event of disruptions to DSH services. Furthermore, if the state determines it no longer is interested in negotiating the state hospital bed rate with CalMHSA, BWell will enter into a contract directly with the state for the procurement of hospital beds. In addition, while the MOU contains a mutual indemnification provision, the County’s exposure is only in proportion and to the extent of such liability, loss, expense, attorneys’ fees, or claims for injury or damage that are caused by or result from the negligent or intentional acts or omissions of the County.

Special Instructions:

Please send one (1) scanned copy of the Minute Order to M. Simon-Gersuk at msimongersuk@sbcbswell.org and the BWell Contracts Division at bwellcontractsstaff@sbcbswell.org.

Attachments:

- Attachment A: CalMHSA SHB FY 23-25 MOU
- Attachment B: CalMHSA SHB FY 23-25 PA No. 4640-SHB-2023-SB

Authored by:

Bethany Le

Agreement No. 4640-SHB-2023-SB

State Hospital Program

Date: April 10, 2024

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 Hospital Program**

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement ("Agreement"). The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description and Funding
- Exhibit B General Terms and Conditions
- Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement is \$25,236

4. The first installment for FY23/24 in the amount of \$12,618 is due by Participant upon execution of this Agreement.

5. Funds payable under this Agreement are not subject to reversion.

6. The term of the Program is July 1, 2023, through June 30, 2025

7. Authorized Signatures:

CalMHSA

DocuSigned by:

Signed:

Amie Miller

Title: Executive Director

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

Date: 5/29/2024

Participant: Santa Barbara County

Signed:

Steve Lavagnino

Title: Board of Supervisors, Chair

Name (Printed): Steve Lavagnino

Date: May 7, 2024

DocuSigned by:

Signed:

Antonette Navarro

Title: Director of Behavioral Wellness

Name (Printed): Antonette Navarro, LMFT

Date: May 7, 2024

Approved as to Form

Signed:

David Caerzas

Title: County Counsel – County of Santa Barbara

Name (Printed): Rachel Van Mullem

Date: May 7, 2024

Agreement No. 4640-SHB-2023-SB

State Hospital Program

Date: April 10, 2024

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

- I. **Name of Program: State Hospital Program**
- II. **Term of Program: July 1, 2023, though June 30, 2025**
- III. **Program Objective and Overview:**

Objective:

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

Overview:

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

- IV. **Fees:**

The program fee for the State Hospital Program is \$1,402 per bed allocation per county (bed allocation determined by the Department of State Hospitals (DSH)). Each county must pay a minimum fee of \$1,402 per bed per fiscal year even if the annual bed allocation is zero. Based on June 2023, data provided by DSH, Santa Barbara County is currently allocated an annual bed number of 9 beds. Therefore, the fee is \$12,618 for fiscal year 2023-2024 and \$12,618 for fiscal year 2024-2025, for a total of \$25,236. The first installment of \$12,618 for FY 23/24 is due to CalMHSA upon execution of this Agreement. The second installment of \$12,618 for the FY 24/25 is due on July 1, 2024.

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

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

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

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Negotiate Memorandum of Understanding with Department of State Hospitals.
 - 2. Act as the administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA’s Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Timely transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 24 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. All funds set forth in this contract shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable in whole or in part under any circumstances (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of each fiscal year; on July 1 for fiscal years 2024-2025, and within thirty days upon execution of this agreement for the fiscal year 2023-2024.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. Without Participant's instructions and authorization, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its

Agreement No. 4640-SHB-2023-SB
State Hospital Program
Date: April 10, 2024

governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi Position: Sr. Corporate Counsel
Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815
Email: contracts@calmhsa.org Telephone: (916) 956-8632
CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant: SANTA BARBARA COUNTY

Name: Antonette Navarro, LMFT Position: Director
Address: 300 N. San Antonio Road, Santa Barbara, CA 93110
Email: anavarro@sbcbswell.org Telephone: 805-681-5520
CC Email to Name: Marilyn Simon-Gersuk Email: msimongersuk@sbcbswell.org

Agreement No. 4640-SHB-2023-SB
State Hospital Program
Date: April 10, 2024

Participation Agreement for Department of State Hospital Program
EXHIBIT C – COUNTY SPECIFIC FUNDING

I. Funding Allocation

RATE	Beds Per Year	FY 2023-25	TOTAL
Yr 1 \$1,402	9	\$12,618	\$12,618
Yr 2 \$1,402	9	\$12,618	\$12,618
			\$25,236

Note:

1. County's bed allocation per year is based on bed count data as of June 26, 2023, provided by DSH.