

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No. _____

**STANDARD SERVICES AGREEMENT
FOR PROCUREMENT OF BEDS
COVER SHEET**

This Agreement is a contract by and between the California Mental Health Services Authority ("CalMHSA") and _____ ("County") to provide services to persons with mental disorders, in accordance with Welfare and Institutions Code Section 4100 et seq.

- Exhibit A Recitals
- Exhibit B Scope of Services
 - County Referred Patient(s)
 - Description of Provided Hospital Services (Levels of Care)
 - Admission and Discharge Procedures
 - Bed Types, Usage and Availability
- Exhibit C Reporting
- Exhibit D Bed Commitment and Payment Provisions
- Exhibit E Records and HIPAA
- Exhibit F General Terms and Conditions
- Exhibit G Special Terms and Conditions (optional)

1. The term of the Program is through . _____

2. Authorized Signatures:

CalMHSA

Signed: Name (Printed): _____

Title: Date: _____

Participant

Signed: Name (Printed): _____

Title: Date: _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT A – RECITALS

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. CalMHSA has negotiated with the State Department of State Hospitals for such services.

Members of CalMHSA asked CalMHSA to jointly negotiate and contract for related, alternative, or replacement services. CalMHSA researched possible providers and conducted a Request for Interest process, selecting Correct Care Solutions (CCS) as the provider. Since 2014, CalMHSA, in collaboration with its member counties and CCS, has sought to acquire or build a Mental Health Rehabilitation Center (MHRC) facility, for the placement of patients on LPS conservatorship that will serve as an alternative to the services currently provided by California State Hospitals.

CalMHSA's goal is to increase bed capacity statewide and obtain greater control of care and costs through the acquisition or construction/renovation of a facility that will, at a minimum, provide inpatient services at the same levels of care that currently exist in California State Hospitals or other Institutions for Mental Diseases (IMDs) to persons with mental disorders, in accordance with Welfare and Institutions Code (WIC) Section 4100 et seq.

The project will be developed using either design-build-finance or the renovation of publicly-owned property with a goal to secure placement for patients on LPS conservatorships within 24 months of site identification. Contracted provider CCS will serve as developer for the project and arrange for all necessary financing, permitting, architectural design, construction, and licensing requirements.

In order to obtain the necessary project financing, counties will be required to enter into contracts with CalMHSA to purchase beds from the newly developed facility, referred to hereafter as "Hospital." CalMHSA will contract with CCS for management and operation of Hospital to provide the services described in this Agreement.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT B – SCOPE OF SERVICES

I. COUNTY REFERRED PATIENT(S)

A. County shall screen, determine the appropriateness of, and authorize all referrals for admission of Patients to the Hospital. The County shall, at the time of admission, provide admission authorization and identify the bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, the Hospital's Medical Director or designee shall make the determination of the appropriateness of a Patient for admission to the Hospital and assign the Patient to the appropriate level of care and treatment unit.

B. If Hospital Medical Director or designee's assessment determines the Patient shall not be admitted to the Hospital, Hospital will notify the County for review and consideration of placement within an alternative appropriate facility.

C. The County shall name a point-of-contact and provide assistance to the Hospital treatment staff in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. Either party may initiate this process by contacting the other party.

II. DESCRIPTION OF PROVIDED HOSPITAL SERVICES (LEVELS OF CARE)

Acute Psychiatric Hospital (APH): Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

Intermediate Care Facility (ICF): Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.

Skilled Nursing Facility (SNF): Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

As the Hospital's bed capacity permits, Hospital shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those Patients referred by the County for LPS services, including those admitted pursuant to Penal Code Section 1370.01 and Welfare and Institutions Code Section 5008, subdivision

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

(h)(1)(B) (Murphy Conservatorships). A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit ___.

Hospital staff shall be culturally-competent (including sign-language) to meet the needs of Patients treated pursuant to this Agreement

III. ADMISSIONS AND DISCHARGE PROCEDURES

A. Hospital admissions, intra-hospital transfers, referrals to outside medical care, and discharges shall be in accordance with the admission and discharge criteria established by Hospital, statute, and/or court order. A complete admission package must be submitted with each referral, including all assessments available.

B. All denials of admission shall be in writing with an explanation for the denial. Any denial of admission shall be based on the lack of the Patient's admission criteria, the Hospital's lack of bed capacity, or an inability to provide appropriate treatment based on patient-specific treatment needs. A denial of admission may be appealed as provided in the next paragraph.

C. Appeal Process for Admissions. When agreement cannot be reached between the County staff and the Hospital admitting staff regarding whether a Patient meets or does not meet the admission criteria for the bed(s) available, the following appeal process shall be followed; the case may be referred to the Hospital Medical Director and the County Medical Director, or designee, within two (2) working days. Such appeals may be made by telephone, and shall be followed up in writing; email being an acceptable option. If the Hospital Medical Director and the County Medical Director, or designee, are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Mental Health Director, or designee, within two (2) working days. If the Hospital Executive Director and the County Mental Health Director, or designee, are unable to achieve agreement, the case may be referred to the _____ within two (2) working days. The _____ shall discuss the case with the Hospital Medical Director, or designee, and Executive Director and shall obtain additional consultation from the County Mental Health Director, or designee. The _____ shall render a final decision within two (2) working days after receiving the documented basis on which the appeal is based. Appeal resolution for cases involving complex factors may exceed the timelines referenced above.

D. Discharge planning shall begin at admission. The Hospital shall discharge a Patient at the County's request, or in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the Hospital's Medical Director, or designee, determines that the Patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the Patient or others; or, (2) when a duly appointed conservator refuses to approve the Patient's discharge or placement. A denial of discharge may be appealed as provided the next paragraph.

E. Appeals of Discharges. When the Hospital Medical Director determines that a discharge cannot occur in accordance with the approved plan or upon the request of the County, the Hospital Medical Director will contact the County Medical Director, or designee, immediately to review the case and shall

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

make every effort to resolve the issues preventing the discharge. If this process does not result in agreement, the case may be referred to the Hospital Executive Director and the County Mental Health Director, or designee, by either the Hospital Medical Director, or designee, or the County Medical Director, or designee, within two (2) working days of the Hospital's denial. Such appeals may be made by telephone and shall be followed up in writing; email being an acceptable option. If the Hospital Executive Director and the County Mental Health Director, or designee, are unable to achieve agreement, the case may be referred to _____ within two (2) working days. The _____ shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Mental Health Director, or designee. The _____ shall make the final decision within two (2) working days of receiving the documentation of the basis of the disagreement regarding the discharge, and communicate this decision to the County Mental Health Director, or designee, and the Hospital Executive Director. Appeal resolution for cases involving complex factors may exceed the timelines referenced above.

IV. BED USAGE AND AVAILABILITY

- A. Based on the contractual commitments made by County in this Agreement, CalMHSA will contract with CCS to provide specific numbers of beds at the Hospital dedicated to the care of those patients referred by Counties.
- B. 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 this Agreement.
- C. The County is required to execute this Agreement in order to obtain beds. A County that has not previously executed this Agreement shall, upon application for admission of a Patient from the County, commit to executing this Agreement by providing a signed "Purchase Agreement of CalMHSA Hospital Beds" to demonstrate the County's intent to execute this Agreement, within 120 days of submitting the bed Purchase Agreement of State Hospital Beds.
- D. Patients under the care of the Hospital, referred to outside medical facilities, will remain the responsibility of Hospital unless the County initiates discharge, at which time the Patient and all costs become the responsibility of the County. During any offsite placement by Hospital, Counties will continue to be charged at the daily bed rate. For all offsite leave of greater than 30 days, Hospital and the County may, at the request of either party, discuss appropriate care options for Patients.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT C – REPORTING

I. REPORTING

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT D – BED COMMITMENT AND PAYMENT PROVISIONS

I. CONTRACT AMOUNT AND PAYMENT PROVISIONS

A. The amount payable by County to CalMHSA concerning this Agreement shall be \$_____ per bed, per fiscal year, for a total of \$_____, for FY _____.

B. The bed rates in this Agreement represent the total amount due from the County for services provided by Hospital. These rates do not represent the total claimable amount for services provided to the patient. Patient will be responsible for any costs exceeding the bed rates described in this Agreement.

C. The County shall provide to CalMHSA the number of beds they want to obligate to, by December 31st, six months prior to the end of the fiscal year. CalMHSA shall make the necessary computation based on the obligation by bed type and rate, to determine the County's funding obligation. It is necessary to maintain a total of _____ number of bed commitments annually, in order to maintain cost efficiencies.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT E – RECORDS AND HIPAA

I. RECORDS

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

EXHIBIT F – GENERAL TERMS AND CONDITIONS

- A. This Agreement is subject to and is superseded by, any restrictions, limitations, or conditions imposed by any statute or regulations which may affect the provisions, terms, or funding of this Agreement. If statutory, regulatory, bed rate, or billing process changes occur during the term of this Agreement, the parties may renegotiate the terms of this Agreement affected by the statutory, regulatory, bed rate or billing process changes.
- B. Should Hospital's ability to meet its obligations be substantially impaired due to loss of a license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the Hospital or CalMHSA, the parties may negotiate modifications to the terms of this Agreement.
- C. Any County may withdraw from this Agreement effective at the end of a fiscal year, upon six months' prior written notice. Notice shall be deemed served on the date of mailing.
- D. The withdrawal of a County from the Agreement shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Hospital. 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
- E. 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.
- F. County agrees that bed costs include CalMHSA's costs of planning, contracting, administration, reporting, and evaluation.
- G. The signatories below represent that they have the authority to sign this Agreement on behalf of their respective principals. Execution by a participating County confirms the participating County agrees to the terms of this Agreement. This Agreement may be executed in counterparts.
- H. This Agreement, which includes any attached exhibits, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.
- I. This Agreement may be amended or modified only by a written amendment signed by the parties.