

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. San Bernardino 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 \$112,160

4. The first installment for FY23/24 in the amount of \$56,080 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:

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

Participant: San Bernardino County

Signed: _____ Name (Printed): Georgina Yoshioka, DSW, MBA, LCSW
Title: Director of Behavioral Health Date: _____

Approved as to Form

Signed: _____ Name (Printed): _____
Title: County Counsel – San Bernardino County Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

- I. Name of Program: State Hospital Program**
- II. Term of Program: July 1, 2023- 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, San Bernardino County is currently allocated an annual bed number of 40 beds, therefore the fee, is \$56,080 for fiscal year 2023-2024 and \$56,080 for fiscal year 2024-2025 for a total of \$112,160. The first installment of \$56,080 for FY 23/24 is due to CalMHSA upon execution of this Agreement. The second installment of \$56,080 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"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

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: SAN BERNARDINO COUNTY

Name: Georgina Yoshioka, DSW, MBA, LCSW Position: Director of Behavioral Health

Address: 303 E. Vanderbilt Way, San Bernardino, CA 92415

Email: Georgina.Yoshioka@dbh.sbcounty.gov Telephone: 909-252-5142

CC Email to Name: N/A Email: _____

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	40	\$56,080	\$56,080
Yr 2 \$1,402	40	\$56,080	\$56,080
			\$112,160

Note:

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