DEPARTMENT: County Counsel  BY: Thomas P. Guarino  PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

Resolution approving the amended sections to the Contract between Mariposa Mental Health and Merced Mental Health.

Revisions have been made to Sections 13, 14 and 19 of the Contract previously approved by the Board of Supervisors. The change to Section 13 now correctly requires the Merced facility to notify the Mariposa Mental Health of unusual incidents. The change to Section 14 is a mandatory requirement of the funding from the State Mental Health office. The third and final change is to Section 19 which is the correct version of procedures for notice by either party.

Merced County will substitute the above changes and finalize the Contract once authorization has been given by Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? ( ) Yes  ( ) No  Current FY Cost: $  Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes  ( ) No  ( ) Partially Funded
Amount in Budget: $  
Additional Funding Needed: $ 
Source:
Internal Transfer
Unanticipated Revenue  4/5's vote
Transfer Between Funds  4/5's vote
Contingency  4/5's vote
( ) General  ( ) Other

CLERK'S USE ONLY:
Res. No.: 04-393  Ord. No. _____  Vote - Ayes: ____  Noes: ____  Absent: ____
( ) Minute Order Attached  ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: 
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: 
Deputy

COUNTY ADMINISTRATIVE OFFICER:  
Requested Action Recommended  
No Opinion  
Comments:  

CAO:  

Revised Dec. 2002
August 3, 2004

Tom Gaurino
MARIPOSA COUNTY COUNSEL
P.O. Box 189
Mariposa, CA 95338

Reference: Contract 2004091 Mariposa Mental Health and Merced Mental Health

Subject: Change to Contract Text; Transmittal of Modified Contract

Dear Mr. Gaurino:

Changes need to be made to Sections 13, 14 and 19 of the contract with Merced Mental Health for placement of Mariposa Mental Health clients when necessary. The change to section 13 now correctly requires the Merced facility to notify your Mental Health Department of unusual incidents. The change to section 14 is mandatory as a requirement of the funding from the state Mental Health office. The third change to section 19 is the correct version of procedures for notice by either party.

Each of the changes uses the text from the 2003-2004 contract.

With authorization from Mariposa County we will substitute these changes and finalize the contract. If there is any concern, please contact us immediately so that a new contract can be forwarded for approval and signature by your county.

A full copy of the contract for inpatient services with the amended sections is enclosed with this letter.

Very truly yours,

RUBEN E. CASTILLO
MERCED COUNTY COUNSEL

[Signature]

DAVID A. OLSEN
DEPUTY COUNTY COUNSEL

Enclosure

Cc: B. Rankin, Mental Health
by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. NOTIFICATION TO MENTAL HEALTH STAFF

COUNTY shall notify MARIPOSA of all unusual or actual incidents (i.e., suspected abuse, injuries, and deaths) affecting MARIPOSA clients within twenty-four hour (24) of occurrence and provide MARIPOSA with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve the complaint.

14. NON-DISCRIMINATION

a. MARIPOSA and COUNTY shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement. MARIPOSA and COUNTY shall have written admission and employment practices and policies in conformance with State and Federal laws and regulations pertaining to equal access to services and non-discrimination/equal opportunity in personnel matters. COUNTY shall have care requirements, as a condition for reimbursement for acute psychiatric inpatient hospital services that assure consumers will receive the same level of services as provided to all other consumers served.

b. Consistent with the requirements of applicable Federal or State law, COUNTY and MARIPOSA shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments 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.

c. During the performance of this contract, COUNTY and MARIPOSA or 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 conditions, marital status, age or sex. COUNTY and MARIPOSA and its subcontractors shall comply with the 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.). COUNTY and MARIPOSA 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 Codes, Section
12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are incorporated into this
contract by reference and made a part hereof as if set forth in full. COUNTY and
MARIPOSA and its subcontractors shall give written notice of their obligations under this
clause.

d. COUNTY and MARIPOSA 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
e. COUNTY and MARIPOSA shall include the nondiscrimination and compliance provisions
of this contract in all subcontracts to perform work under this contract.
f. Notwithstanding other provisions of the section, COUNTY and MARIPOSA shall require a
determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section
1830.205, or Section 1830.210, prior to providing covered services to a beneficiary.

15. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies
in a system, agency or among those persons providing services that enables that system, agency or
those persons providing services to work effectively in cross-cultural situations. MARIPOSA, at request of
COUNTY, shall provide to COUNTY on an annual basis a population assessment focusing on issues of
cultural competence and linguistic capabilities. MARIPOSA shall provide demographics relating to (1)
staff and (2) consumers served no later than July 15, of the fiscal year. MARIPOSA shall develop a plan
to provide cultural competency training for employees and administrative and management staff who are
responsible to provide Specialty Mental Health Services (CCR 1810.211 & CCR 1810.410). MARIPOSA
at request of COUNTY shall make available to COUNTY evidence of training, staff attendance, and
course content upon request of the COUNTY. MARIPOSA shall use professional skills, behaviors,
attitudes and policies in their systems that ensure the system, or those being seen in the system, will work
effectively in a cross cultural environment.
Both parties shall grant to each other, the State of California, Auditor General, (if applicable) the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers and records of MARIPOSA and COUNTY which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transactions, program compliance and consumer complaints. MARIPOSA and COUNTY must retain all such required records for five (5) years after MARIPOSA makes final payment and all other pending matters are closed.

Clinical records of each consumer shall be the property of COUNTY's Mental Health Department and shall be maintained for seven (7) years or until audit findings are resolved, whichever occurs later. All such records shall be considered confidential consumer records in accordance with California Welfare and Institutions Code, Section 5328, and the Code of Federal Regulations, Section 205.50, regarding confidentiality of consumers. Clinical records shall include evaluative studies and sufficient detail to make possible an evaluation by the Mental Health Director of MARIPOSA, or designee, and shall be kept in accordance with the rules and regulations of the State of California Community Mental Health Services Act of 1967, as amended.

Review as provided by this section and by these parties or agencies shall otherwise conform to all appropriate confidentiality statutes.

19. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. **Personal Delivery.** When personally delivered to the recipient, notice is effective upon delivery.

B. **First Class Mail.** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. **Certified Mail.** When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient’s time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
Dirctor
Merced County Mental Health
P.O. Box 839
Merced, CA 95341
(209) 381-6813

MARIPOSA COUNTY
Director
Mariposa County Mental Health
5008 Hwy 140, Suite G
Mariposa, CA 95338
(209) 966-7878

Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

20. APPLICABLE LAW

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties thereunder and hereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement, or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.