

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Codes

_____ hereby requests a waiver for the following public or private health facilities pursuant to Section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the state policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. The County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Codes 5150, 5585.50, and 5585.55.

Execution of this Agreement shall not constitute approval of this waiver. Full execution of this contract will continue independently of the waiver review and approval process.

Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it.

To rescind the county's designation of a designated facility, the county shall send a letter to the Department on official letterhead signed by the County Behavioral Health Director or his or her designee indicating that the county no longer designates the particular facility. If not otherwise specified by the host county in the letter to the Department, the discontinuance shall be effective the date the letter to the Department is postmarked and the facility shall no longer be approved as a designated facility as of this date.

Exhibit B
Funds Provision

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Lake County Mental Health Department or to furnish any other considerations under this Agreement and Lake County Mental Health Department shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Lake County Mental Health Department to reflect the reduced amount.