

Agreement No. 1158-PICR-2022-SB
Program Name: Psychiatric Inpatient Concurrent Review

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

- Santa Barbara County ("Participant") desires to participate in the Program identified below.
Name of Program: Psychiatric Inpatient Concurrent Review
- California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement, Bylaws, and Business Associate Agreement and by this Participation 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
 - Exhibit B General Terms and Conditions
 - Exhibit C County Specific Funding
- The maximum amount payable under this Participation Agreement is **\$178,483.20**.
- The first installment of **\$14,873.60** is due by Participant within 30 days of execution of this Agreement.
- Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
- The term of the Program is upon execution by Participant through December 31, 2024.
- Authorized Signatures:

California Mental Health Services Authority ("CalMHSA")

DocuSigned by:
 Signed: Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT
82E9EFB87CC446...
 Title: Executive Director Date: 8/31/2022

COUNTY OF SANTA BARBARA:

Signed: Joan Hartmann Name: Joan Hartmann
 Title: Chair, Board of Supervisors Date: 9-13-22

ATTEST:

Signed: Mona Miyasato Name: Mona Miyasato
 Title: County Executive Officer, Clerk of the Board Date: 9-13-22

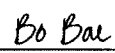
RECOMMENDED FOR APPROVAL:

DocuSigned by:
 Signed: Antonette Navarro Name: Antonette Navarro, LMFT
2095C5A16FE1474...

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Title: Director, Behavioral Wellness _____ Date: 8/31/2022 _____

APPROVE AS TO FORM: COUNTY COUNSEL:

Signed:  _____ Name: Bo Bae _____
DocuSigned by: CAFCD5445C0F408...

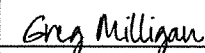
Title: Deputy County Counsel _____ Date: 9/1/2022 _____

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:

Signed:  _____ Name: C. Edwin Price, Jr. _____
DocuSigned by: A99ED5BD71D04FB...

Title: Deputy _____ Date: 9/1/2022 _____

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:

Signed:  _____ Name: Greg Milligan _____
DocuSigned by: 53A8AAB798BA4D7...

Title: Risk Manager _____ Date: 8/31/2022 _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Psychiatric Inpatient Concurrent Review
- II. **Term of Program:** The term of the Program is upon execution by the County through December 31, 2024, unless earlier terminated or extended.
- III. **Program Objective and Overview:**

Objective:

The Program is the Psychiatric Inpatient Concurrent Review project being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans (“MHPs”).

By utilizing a technology-assisted concurrent review process the contractor will ensure a consistent and efficient review process across participating counties and will support MHP compliance with California Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 19-026 (or any BHIN released by DHCS that supersedes BHIN 19-026), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, § 438.910).

Overview:

Per the DHCS Behavioral Health Information Notice (BHIN) 19-026, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. This BHIN also outlines policy changes implemented to ensure an MHP’s compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, § 438.910).

Given these policy changes, CalMHSA has entered into a services contract (hereinafter referred to as the “Services Agreement”) with Keystone Peer Review Organization, Inc. (“Contractor”), also known as Kepro, who shall conduct concurrent review and authorization of inpatient psychiatric hospital services on behalf of multiple California County MHPs.

Contractor has agreed to provide a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services and to provide other related services, as further described in the Services Agreement.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized may vary.

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 Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.
- 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, Prevention and Early Intervention (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 a 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. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Provide quarterly utilization reports to Participant.
 - 4. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 5. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
 - 6. Monitor and administer the Services Agreement on behalf of Participants.
 - 7. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 8. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement, Bylaws, and Business Associate Agreement.

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9. Provide a safe and secure process for the transfer of protected health information (PHI)/personally identifiable information (PII) in accordance with State and Federal privacy laws, regulations, and requirements as referenced in the CalMHSA Business Associate Agreement.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as specified in section V Fiscal Provisions, including the 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. Provide feedback on Program performance, which shall include completing an MHP Survey six (6) months post implementation and an Annual MHP Survey thereafter.
4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted set forth in Exhibit C, County Specific Funding.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement, Bylaws, and Business Associate Agreement.

III. Duration, Term, and Amendment

- A. The term of the Program is upon execution by Participant through December 31, 2024, unless earlier terminated or extended
- B. This Participation 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 in accordance with section VII Notice.
- B. The withdrawal 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.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding amount shall not exceed the amount stated in Exhibit C – Table B.
- B. Payment Terms

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- a. Participant's Estimated Annual Cost in the amount of \$59,494.40, shall be paid in advance to CalMHSA in four (4) quarterly installments. Each installment shall be paid within 30 days upon receiving CalMHSA's invoice. This amount is inclusive of a 12% administrative fee equal to \$6,374.40.
 - b. Each installment is subject to variance based on Participant's Actual Hospitalization Cost invoiced and verified by Contractor to CalMHSA. The maximum amount due from Participant shall not exceed the amount stated in Exhibit C - Table B.
 - c. The First Installment in the amount of \$14,873.60 is due by Participant to CalMHSA within 30 days of execution of this Participation Agreement.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by Participants. Except as provided in the CalMHSA Business Associate Agreement, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Participation 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.
- C. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its 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, 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 its relevant address information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer

Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815

Email: laura.li@calmhsa.org Telephone: (279) 234-0700

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CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant:

Name: Antonette Navarro Position: Director

Address: 300 N. San Antonio Road, Bldg. 3

Email: anavarro@sbcbswell.org Telephone: (805) 681-5233

CC Email to Name: Melanie Johnson Email: mejohnson@sbcbswell.org

Participation Agreement
EXHIBIT C – COUNTY SPECIFIC FUNDING

I. Funding Allocation

Table A. County's Estimated Annual Hospitalization Cost

| Installment | Hospitalization Cost | CalMHSA Administrative Fee (12%) | Total Cost |
|------------------------------|----------------------|--|--------------------|
| First Installment | \$13,280.00 | \$1,593.60 | \$14,873.60 |
| Second Installment | \$13,280.00 | \$1,593.60 | \$14,873.60 |
| Third Installment | \$13,280.00 | \$1,593.60 | \$14,873.60 |
| Fourth Installment | \$13,280.00 | \$1,593.60 | \$14,873.60 |
| Estimated Annual Cost | \$53,120.00 | \$6,374.40 | \$59,494.40 |

Note. The Total Cost above is subject to variance based on Actual Hospitalization Cost incurred by Participant.

Table B. County's Annual Program Budget

| Hospitalization Cost Breakdown | Amount |
|---|--------------------|
| Hospitalization Cost Per Unit | \$89.60 |
| County's Average Hospitalization Per Year | 664 |
| *Estimated Annual Cost | \$59,494.40 |
| **Overage Allowance (20% of estimated annual cost) | \$11,898.88 |
| Maximum Funding Amount Due from Participant Per Year | \$71,393.28 |

*Annual Cost are an estimate based on the average hospitalization of year 2018-2019 and 2020-2021. Year 2019-2020 has been excluded due to the impact of Covid.

**These funds will be used in the event actual usage exceeds the average hospitalization per year currently estimated at 664.

***Any unspent funds shall be rolled over to the next following fiscal year.