

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Santa Barbara County (“Participant”) desires to participate in the Program identified below.  
Name of Program: Behavioral Health Quality Improvement Program (BHQIP)
2. 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 Scope of Services and Funding
  - Appendix A Work Order Form
3. The maximum amount payable under this Participation Agreement is \$ 22,080.
4. The term of the Program is upon execution by Participant through June 30, 2024.
5. Authorized Signatures:

**California Mental Health Services Authority (“CalMHSA”)**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**COUNTY OF SANTA BARBARA:**

Signed: \_\_\_\_\_ Name: Joan Hartmann

Title: Chair, Board of Supervisors Date: \_\_\_\_\_

**ATTEST:**

Signed: \_\_\_\_\_ Name: Mona Miyasato

Title: County Executive Officer, Clerk of the Board Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Signed: \_\_\_\_\_ Name: Antonette Navarro, LMFT

Title: Director, Behavioral Wellness Date: \_\_\_\_\_

**APPROVE AS TO FORM: COUNTY COUNSEL:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: Deputy County Counsel \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: Deputy \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: Risk Manager \_\_\_\_\_ Date: \_\_\_\_\_

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: Behavioral Health Quality Improvement Program**
- II. Term of Program: Upon Execution by Participant through June 30, 2024**
- III. Program Objective and Overview:**

CalMHSA will provide the below-described projects to support County Behavioral Health Plans in meeting select Milestones required to complete the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) deliverables. Projects are responsive to the BHQIP requirements under the following categories:

- Payment Reform
- Policy Changes
- Data Exchange

Participant (County) will select which BQHIP Projects in which they are participating from Table 1 below.

<b>TABLE 1</b>				
<b>BHQIP REQUIRED SERVICES</b>				
<b>ITEM #</b>	<b>CATEGORY</b>	<b>BHQIP REQUIREMENT</b>	<b>CalMHSA DELIVERABLE(S)</b>	<b>RATE</b>
1	Payment Reform	Milestone 1a(ii): Subcontractor Boilerplates reflect new code set and claiming requirements	CalMHSA will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$4,600
2	Policy Changes	Milestone 2d(iv): Updated Utilization Management Protocol	CalMHSA will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$12,880
3	Data Exchange	Milestone 3d(i): Finder File & Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA), Follow-up After Emergency Department Visit for Mental Illness (FUM) and Pharmacotherapy for Opioid Use Disorder (POD) data analysis	CalMHSA will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CalMHSA will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$9,200

4	Data Exchange	Milestone 3d(i), 3d(ii), 3d(iii)	Using Participant baseline data analysis as described above, CalMHSA will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.	\$92,000
<b>OPTIONAL SERVICES</b>				
		<b>PROFESSIONAL SERVICES</b>		<b>HOURLY RATE</b>
1		<b>Project Management Services</b> <i>(General BHQIP Implementation Support)</i>		\$175
2		<b>Clinical Services</b> <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200

**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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as a Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. 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. Deliver services to support Participants in completing the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) requirements.
  - 3. Manage funds received from Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement, Bylaws, and Business Associate Agreement.
  - 6. 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. Transfer required initial Program funds as specified in Exhibit C, County Specific Scope of Services and Funding, which Participant will pay within 30 days of execution of this Participation Agreement. Thereafter, remaining funds to be paid by Participant to CalMHSA on a quarterly basis, upon receiving an invoice from CalMHSA.

2. Submit a Work Order form for any additional professional services required by the Participant if identified post-contract execution.
3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
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, 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 June 30, 2024, unless earlier terminated.
- 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 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 Participants 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 required from Participant will not exceed the amount stated in Exhibit C, County Specific Scope of Work and Funding.
- B. Payment Terms –
  - a. Upon Execution of Agreement – Initial funding amount, minimum of \$200,000 or as defined in Exhibit C.
  - b. Subsequent Payments – If applicable, Participant shall pay CalMHSA on a quarterly basis upon receipt of a CalMHSA invoice for deliverables completed. Payable within 30 days of receipt of CalMHSA invoice.

**VI. Limitation of Liability and Dual 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, and which were incurred without Participant’s authorization or contrary to Participant’s instructions.
- 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](mailto:laura.li@calmhsa.org) Telephone: (279) 234-0700  
CC Email to Name: Randall Keen, Manatt Email: [RKeen@manatt.com](mailto:RKeen@manatt.com)

**If to Participant:**

Name: Antonette Navarro Position: Director  
Address: 300 N. San Antonio Road, Bldg. 3  
Email: [anavarro@sbcbswell.org](mailto:anavarro@sbcbswell.org) Telephone: (805) 681-5233  
CC Email to Name: Melanie Johnson Email: [mejohanson@sbcbswell.org](mailto:mejohanson@sbcbswell.org)

**Participation Agreement**  
EXHIBIT C –County Specific Scope of Services and Funding

ITEM #	CATEGORY	CaMHSa DELIVERABLE(S)	RATE	SELECTION (MARK WITH AN X)	TOTAL
1	Payment Reform	CaMHSa will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$4,600		
2	Policy Changes	CaMHSa will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$12,880	X	\$12,880
3	Data Exchange	CaMHSa will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CaMHSa will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$9,200	X	\$9,200
4	Data Exchange	Using Participant baseline data analysis as described above, CaMHSa will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.	\$92,000		



	<b>PROFESSIONAL SERVICES*</b>	<b>HOURLY RATE</b>	<b>Number of Hours</b>	<b>TOTAL</b>
1	Project Management ( <i>General BHQIP Implementation Support</i> )	\$175		
2	Clinical ( <i>Clinical Training and Policy Changes Implementation Support</i> )	\$200		
<b>GRAND TOTAL</b>				\$22,080

**\*NOTE: If the Participant is in need of additional professional services post-contract execution, the Participant must complete and submit a work-order form to CalMHSa found in Appendix A.**

**Appendix A**

<b>PARTICIPANT(S) WORK ORDER -BHQIP</b>			
<b>ADDITIONAL PROFESSIONAL SERVICES</b>			
<b>Participant (County)</b>			
<b>Funding Timeframe</b> <i>[Commencement and termination dates for this Work Order.]</i>	<b>Start Date</b>	<b>End Date</b>	
<b>Total Funding Amount</b>	<b>\$0,000,000.00</b>		
SERVICES	TOTAL HOURS NEEDED	HOURLY RATE	TOTAL
<b>Project Management Services</b> <i>(General BHQIP Implementation Support)</i>		\$175	
<b>Clinical Services</b> <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200	
<b>TOTAL</b>			<b>\$</b>