



County of Santa Barbara  
Purchasing Agent  
260 N San Antonio Rd,  
Santa Barbara, CA 93110

## Order CN3057

**Order date**  
9/20/2022

**Delivery address**  
Santa Barbara County  
BEHAVIORAL WELLNESS  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA  
93110

805-681-5225

**Vendor**  
053705  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

**Bill To**  
Santa Barbara County  
429 N. SAN ANTONIO RD. SANTA BARBARA, CA 93110  
805-681-5225

**Refer Inquiries to Buyer**  
Rafael Reyez  
rreyez@countyofsb.org

**Terms of payment**  
30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000287-MEDICAL SERVICES	CalMHSA PIRC to conduct concurrent review for inpatient hospitals and psychiatric hospitals.	2024-12-31	1.00	Lot	178,483.20	178,483.20
<b>Order Total USD</b>						<b>178,483.20</b>

### SERVICE CONTRACT (CN)


GENERAL: CalMHSA PIRC to conduct concurrent review for inpatient hospitals and psychiatric hospitals as per the attached Agreement No. 1158-PICR-2022-SB.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN December 31, 2024.

LIMITATIONS: Total expenditure for the period shall not exceed \$178,483.20. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

DocuSigned by:  
  
Accepted By: (X) \_\_\_\_\_  
82E9EFB8B7CC446...

Print Name/Title: Amie Miller

Date: 9/28/2022

Applicable License # (Medical/Contractor/Etc.): \_\_\_\_\_

Phung Loman

COUNTY OF SANTA BARBARA



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

September 13, 2022

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00816

**RE:** Consider recommendations regarding the California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement, Fiscal Years (FYs) 2022-2024, Psychiatric Inpatient Concurrent Review (PICR) Participation Agreement, FYs 2022-2025 and Business Associates Agreement under the Health Insurance Portability and Accountability Act of 1996 (BAA), as follows:

a) Approve and authorize the Chair to execute the CalMHSA BHQIP Participation Agreement No. 1303-BHQIP-2022-SB to procure consultation services for the development, implementation, and continued support of the County's Behavioral Health Plan to meet milestones required to complete the California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) BHQIP mandated deliverables, for a maximum agreement amount not to exceed \$22,080.00 from the date of execution by the County through June 30, 2024;

b) Approve and authorize the Chair to execute the CalMHSA PICR Participation Agreement No. 1158-PICR-2022-SB to conduct concurrent review and authorization of services for all psychiatric inpatient hospitals and psychiatric health facilities where the County client is placed, for a Maximum Agreement Amount not to exceed \$178,483.20 inclusive of a \$6,374.40 administrative fee, from the date of execution by the County through December 31, 2024;

c) Approve and authorize the Chair to execute a Business Associates Agreement under the Health Insurance Portability and Accountability Act of 1996 (BAA) with CalMHSA to allow for the exchange of private health information (PHI) and personal identifiable information (PII) as it applies to all Participation Agreements between the County and CalMHSA, as required and necessary to perform DHCS-mandated services, which are to begin upon execution of the BAA Agreement; and

d) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

September 13, 2022

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activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

**A motion was made by Supervisor Nelson, seconded by Supervisor Lavagnino, that this matter be acted on as follows:**

a) through c) Approved and authorized; Chair to execute; and

d) Approved.

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



# BOARD OF SUPERVISORS AGENDA LETTER

**Agenda Number:**

**Clerk of the Board of Supervisors**  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Behavioral Wellness  
**Department No.:** 043  
**For Agenda Of:** September 13, 2022  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

**TO:** Board of Supervisors

**FROM:** Department Antonette Navarro, LMFT, Director  
Director(s) Department of Behavioral Wellness, (805) 681-5220  
Contact Info: Jamie Huthsing, Division Chief of Quality Care Management,  
Department of Behavioral Wellness, (805) 681-5220  
Celeste Andersen, Chief of Compliance, Department of  
Behavioral Wellness, (805) 681-5220

**SUBJECT:** Behavioral Wellness - California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement Fiscal Year (FY) 2022-2024, Psychiatric Inpatient Concurrent Review (PICR) Participation Agreement FY 2022-2025 and Business Associates Agreement under the Health Insurance Portability and Accountability Act of 1996 (BAA)

## County Counsel Concurrence

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

## Auditor-Controller Concurrence

As to form: Yes

## **Recommended Actions:**

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the **California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement No. 1303-BHQIP-2022-SB** to procure consultation services for the development, implementation, and continued support of the County's Behavioral Health Plan to meet milestones required to complete the California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) BHQIP mandated deliverables, for a Maximum Agreement Amount not to exceed **\$22,080** from the date of execution by the County through June 30, 2024 (Attachment A);

- B. Approve and authorize the Chair to execute the **California Mental Health Services Authority (CalMHSA) Psychiatric Inpatient Concurrent Review (PICR) Participation Agreement No. 1158-PICR-2022-SB** to conduct concurrent review and authorization of services for all psychiatric inpatient hospitals and psychiatric health facilities where the County client is placed, for a Maximum Agreement Amount not to exceed **\$178,483.20** inclusive of a \$6,374.40 administrative fee, from the date of execution by the County through December 31, 2024 (Attachment B);
- C. Approve and authorize the Chair to execute a **Business Associates Agreement under the Health Insurance Portability and Accountability Act of 1996 (BAA)** with **California Mental Health Services Authority (CalMHSA)** to allow for the exchange of private health information (PHI) and personal identifiable information (PII) as it applies to all Participation Agreements between the County and CalMHSA, as required and necessary to perform DHCS-mandated services, which are to begin upon execution of the BAA Agreement (Attachment C); and
- D. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

**Summary Text:**

The above-referenced items are on the agenda to request the Board of Supervisors (Board) to approve and authorize the Chair to execute agreements with CalMHSA, BHQIP Participation Agreement No. 1303-BHQIP-2022-SB for the procurement of consultation services for the development, implementation, and continued support of the County's Behavioral Health Plan to meet the milestones required to complete the CalAIM BHQIP deliverables for an amount of \$22,080 from the date of execution through June 30, 2024, and PICR Participation Agreement No. 1158-PICR-2022-SB to conduct concurrent review and authorization of services for all psychiatric inpatient hospital and psychiatric health facilities in the County for a Maximum Agreement Amount not to exceed \$178,483.20, from the date of execution through December 31, 2024. Also, the Department of Behavioral Wellness (BWell) requests the Board to approve and authorize the Chair to execute a BAA with CalMHSA to allow for the exchange of PHI and PII, as it applies to all Participation Agreements between the County and CalMHSA, as required and necessary to perform DHCS-mandated services upon execution of the Agreement.

**Background:**

The California Government Code ("Joint Exercise of Powers Act," Section 6500 et seq.) permits two or more public agencies to jointly exercise powers common to the contracting parties through an agreement. CalMHSA is a Joint Powers Authority (JPA) formed in 2009 for the purpose of creating a separate public entity to provide administrative and fiscal services in support of its members. CalMHSA assists its members with the operation of various programs to contract and/or negotiate with the State or other providers; contract and/or negotiate with the State or Federal government for administration of mental health services, programs or activities, including managed mental health care and the delivery of specialty mental health services.

They also provide fiscal or administrative services to its members such as group purchasing, contract management, research and development, data management, maintenance of a research depository, technical assistance, capacity building, education, and training; and execution of policy requests. CalMHSA also provides its members with the ability to deal jointly with the California Department of Health Care Services (DHCS), Department of State Hospitals (DSH), the Mental Health Services Oversight and Accountability Commission (MHSOAC), and the legislature.

In 2014, the Board approved Behavioral Wellness' membership in CalMHSA. BWell currently has five agreements with CalMHSA--to deliver services for loan repayment, state hospital beds, Tech Suite, Help@Hand, and payment of Presumptive Transfer, all of which were previously approved by the Board.

**BHQIP:** Under CalAIM, BHQIP is an incentive payment program to support Mental Health Plans (MHP), Drug Medi-Cal State Plans (DMC), and Drug Medi-Cal Organized Delivery Systems (DMC-ODS), as they prepare for changes in the CalAIM initiative and other approved administration priorities. CalAIM is a DHCS initiative to reform the Medi-Cal program to help address many of the complex challenges facing California's most vulnerable residents. It offers beneficiaries a more equitable, coordinated, person-centered approach to maximize their health. The BHQIP priorities/milestones include payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries. Each participating entity earns incentive payments in the CalAIM BHQIP by achieving these milestones.

CalMHSA will provide BWell with assistance to achieve the Policy Change Milestone to update Utilization Management Protocols by conducting a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards. In addition, in order to achieve the Data Exchange Milestone, CalMHSA will collect and analyze Managed Care Plan (MCP) data to establish baseline performance on 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).

**PIRC:** DHCS state and federal regulations require County Mental Health Plan (MHP) Specialty Mental Services (SMHS) and Substance Use Disorder Services (SUDS) authorization of specialty health services. To ensure compliance with Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the C.F.R., § 438.910), DHCS Behavioral Health Information Notice (BHIN) 19-026 requires MHPs to operate a utilization management (UM) program that ensures beneficiaries have appropriate access to SMHS. MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. MHPs shall conduct concurrent review of treatment authorizations following the first day of admission. The County will incur a \$6,374.40 administrative fee, which is included in the total cost of the program.

CalMHSA has entered into a services agreement with Keystone Peer Review Organization, Inc. (Kepro), who shall conduct concurrent review and authorization of inpatient psychiatric hospital services on behalf of multiple California County MHPs. By utilizing Kepro's technology-assisted concurrent review process, CalMHSA will ensure a consistent and efficient review process across participating counties and will support MHP compliance with DHCS BHIN 19-026 and the Parity Rule.

**BAA:** The addition of the JPA BAA with CalMHSA will allow BWell to share clients' private PHI and PII for our current or future project/programs with CalMHSA that are necessary for the delivery of SMHS mandated services and will support payment reform and the development of new Medi-Cal rates under CalAIM, which is set to launch in 2023. Both the BHQIP and the PIRC programs require the exchange of PHI/PII to comply with DHCS compliance requirements. Under the BHQIP agreement, CalMHSA will need to collect and analyze BWell client data to establish baseline performance on FUA/FUM/POD. Under CalMHSA PICR, through their contract with Kepro, CalMHSA will need access to Psychiatric Hospital client information to conduct web based concurrent review to comply with state and federal regulations and for Medi-Cal reimbursement.

The approval of the recommend actions would streamline the payment and billing process for Medi-Cal services.

**Performance Measure:**

CalMHSA facilitates the efficient use of resources for multiple public entities by providing group purchasing power, joint development of Requests for Proposal (RFPs) and contracts for services, reduced overhead costs through sharing of the expenses of administration and reporting, and shared research and strategies. CalMHSA's administration of this program will result in greater efficiency in the implementation of these mandated services for compliance with state and federal requirements.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>BHQIP Cost FY 22-24</u></b>
General Fund	
State	\$ 11,040.00
Federal	\$ 11,040.00
Fees	
Other:	
<b>Total</b>	<b>\$ 22,080.00</b>

<b><u>Funding Sources</u></b>	<b><u>PIRC Cost FY 22-23</u></b>	<b><u>Cost FY 23-24</u></b>	<b><u>Cost through 12/31/2024 FY 24-25</u></b>
General Fund			
State	\$ 35,696.64	\$ 35,696.64	\$ 17,848.32
Federal	\$ 35,696.64	\$ 35,696.64	\$ 17,848.32
Other:			
<b>Total</b>	<b>\$ 71,393.28</b>	<b>\$ 71,393.28</b>	<b>\$ 35,696.64</b>
<b>Grand Total</b>			<b>\$ 178,483.20</b>

Narrative:

**Key Contract Risks:**

The County may withdraw from the Program upon six months' written notice to CalMHSA.



Page 5 of 5

**Special Instructions:**

Please return one (1) Minute Order and one (1) complete copy of the above items to Denise Morales at [dmorales@sbcbswell.org](mailto:dmorales@sbcbswell.org) and the BWell Contracts Division at [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org).

**Attachments:**

Attachment A: CalMHSA FY 22-24 PA No. 1303-BHQIP-2022-SB

Attachment B: CalMHSA FY 22-25 PA No. 1158-PICR-2022-SB

Attachment C: CalMHSA Agreement No. 1327-BAA-2022-SB

**Authored by:**

D. Morales

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

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: Psychiatric Inpatient Concurrent Review
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 Funding
3. The maximum amount payable under this Participation Agreement is **\$178,483.20**.
4. The first installment of **\$14,873.60** is due by Participant within 30 days of execution of this Agreement.
5. Funds payable under this agreement are subject to reversion:
  - ☐ Yes: Reversion Date \_\_\_\_\_
  - ☒ No.
6. The term of the Program is upon execution by Participant through December 31, 2024.
7. Authorized Signatures:

**California Mental Health Services Authority ("CalMHSA")**

DocuSigned by:  
Signed: Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT  
82E9EFB8B7CC446...  
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...

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

Title: Director, Behavioral Wellness

Date: 8/31/2022

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

Signed:

*Bo Bae*

Name: Bo Bae

Title: Deputy County Counsel

Date: 9/1/2022

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

Signed:

*C. Edwin Price, Jr.*

Name: C. Edwin Price, Jr.

Title: Deputy

Date: 9/1/2022

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

Signed:

*Greg Milligan*

Name: Greg Milligan

Title: Risk Manager

Date: 8/31/2022

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

**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.

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

**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.

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

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

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

- 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

Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

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



Agreement No. 1158-PICR-2022-SB

Program Name: Psychiatric Inpatient Concurrent Review

**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
<b>Estimated Annual Cost</b>	<b>\$53,120.00</b>	<b>\$6,374.40</b>	<b>\$59,494.40</b>

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
<b>Maximum Funding Amount Due from Participant Per Year</b>	<b>\$71,393.28</b>

\*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.