

Attachment C:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY PARTICIPATION AGREEMENT



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

Order CN3059

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 Reytez
rreytez@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000448-STAFF SUPPORT	CalMHSA BHQIP - consultation services for QCM CalAIM MHP milestones	2024-06-30	1.00	Lot	22,080.00	22,080.00

Order Total USD 22,080.00

SERVICE CONTRACT (CN)

GENERAL: Contract for consultation services for QCM CalAIM MHP milestones as per the attached Agreement No. 1303-BHQIP-2022-SB.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2024.

LIMITATIONS: Total expenditure for the period shall not exceed \$22,080.00. 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:

Amie Miller

Accepted By: (X)

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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

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

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

DS
AN

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

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

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:

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

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

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 and the BWell Contracts Division at 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:

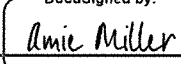
D. Morales

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August 31, 2022

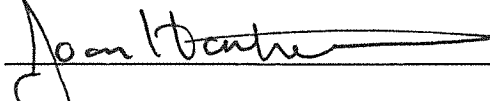
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

- Santa Barbara County ("Participant") desires to participate in the Program identified below.
Name of Program: Behavioral Health Quality Improvement Program (BHQIP)
- 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
- The maximum amount payable under this Participation Agreement is \$ 22,080.
- The term of the Program is upon execution by Participant through June 30, 2024.
- Authorized Signatures:


California Mental Health Services Authority ("CalMHSA")

DocuSigned by:
 Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
82E9EFB8B7CC446...
 Title: Executive Director Date: 8/31/2022

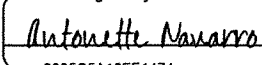
COUNTY OF SANTA BARBARA:

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

ATTEST:

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

RECOMMENDED FOR APPROVAL:

DocuSigned by:
 Signed:  Name: Antonette Navarro, LMFT
2095C5A16FE1474...
 Title: Director, Behavioral Wellness Date: 8/31/2022

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APPROVE AS TO FORM: COUNTY COUNSEL:

Signed: DocuSigned by:
Bo Bae Name: Bo Bae
CAFC05445C0F408...

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

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:

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

Title: Deputy Date: 9/1/2022

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:

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

Title: Risk Manager Date: 8/31/2022

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August 31, 2022

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.

TABLE 1				
BHQIP REQUIRED SERVICES				
ITEM #	CATEGORY	BHQIP REQUIREMENT	CalMHSA DELIVERABLE(S)	RATE
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

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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
OPTIONAL SERVICES				
		PROFESSIONAL SERVICES		HOURLY RATE
1		Project Management Services <i>(General BHQIP Implementation Support)</i>		\$175
2		Clinical Services <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 Telephone: (279) 234-0700
 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

1303-BHQIP-2022-SB
Behavioral Health Quality Improvement Program
August 31, 2022

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

ITEM #	CATEGORY	CalMHSA DELIVERABLE(S)	RATE	SELECTION (MARK WITH AN X)	TOTAL
1	Payment Reform	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	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	X	\$12,880
3	Data Exchange	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	X	\$9,200
4	Data Exchange	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		

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Behavioral Health Quality Improvement Program
August 31, 2022

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

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