

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. San Mateo County (“Participant”) desires to participate in the Program identified below.

**Name of Program:** Psychiatric Inpatient Concurrent Review (“PICR”)

**Summary of Program:** The Program is 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”).

2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this Participation Agreement (“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 and Funding
- Exhibit B General Terms and Conditions

3. **Service Fee:** Psychiatric Inpatient Concurrent Review of \$89.60 for each review completed for a hospitalization claim. This Service Fee will be invoiced at the end of each month.

4. The maximum amount payable under this Participation Agreement is **\$576,464.00**.

5. County to confirm if funds payable under this agreement are:

From a federal source or program (explain below):	Amount \$ <u>432,438</u>
Grant Funding (explain below):	Amount \$ _____
Restricted (explain below):	Amount \$ <u>144,115</u>
Contingent (explain below):	Amount \$ _____

Explanation of Restriction(s):

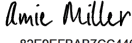
75% of funding will be covered w/ UR/QA FFP/ The remaining 25% will be funded  
with 2011 Realignment

\*County confirms that aside from the above, there are no other funding restrictions.

6. The term of this Agreement will commence upon execution of this Agreement by the parties and shall continue through December 31, 2024.

7. Authorized Signatures:

**CalMHSA**

DocuSigned by:  
Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT  
82E9E8B7CC446  
Title: Executive Director Date: 04/10/2024

**Participant: San Mateo County**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_  
Title: President, Board of Supervisors Date: \_\_\_\_\_

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

**I. Name of Program:** Psychiatric Inpatient Concurrent Review (“PICR”)

**II. Scope of Work**

Objective

CalMHSA shall administer this Program to assist participating counties in 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”).

Per the DHCS Behavioral Health Information Notices (BHIN) 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs’ compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with California Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 19-026 and 22-017 (or any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

Services

CalMHSA has entered into a services contract with Acentra Health (formerly known as Kepro/Keystone Peer Review Organization, Inc. (“Contractor”)) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly Medi-Cal Eligibility File (“MMEF”) to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participant utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant’s MMEF data from Participant’s CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

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.

**III. Estimated Annual Program Funding**

Applicable Fiscal Period	1/1/2024 – 12/31/2024
Service Fee	\$89.60
Estimated Annual Cost	\$461,171.20
Overage Allowance	\$115,292.80
<b>Maximum Annual Program Funding</b>	<b>\$576,464.00</b>

**NOTES**

1. Service Fee refers to the cost to review and authorize each claim and is inclusive of all costs and fees.
2. The Estimated Annual Cost is determined by taking Participant’s highest annual utilization from the last three fiscal years which is 5147.
3. An Overage Allowance of 25% is included to anticipate annual increases in utilization during the term of this Agreement.
4. The Maximum Annual Program Funding is an estimate only and is subject to variance in accordance with actual utilization incurred by Participant for each month.

**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 (now the California Behavioral 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. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- E. 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. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 4. Upon request, provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  - 3. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within 30 days of any such changes made to Participant.

4. Provide feedback on Program performance, which shall include completing an Annual MHP Survey.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

**III. Duration, Term, and Amendment**

- A. The term of this Agreement will commence upon execution of this Agreement by the parties and shall continue through December 31, 2024, unless earlier terminated or extended as provided below.
- 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 this 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. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were 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 to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

**V. Fiscal Provisions**

- A. Funding amount shall not exceed the amount stated in cover page.
- B. Payment Terms
  1. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
  2. Each monthly invoice is determined by Participant's actual utilization.
  3. The Participant's actual utilization fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until

the client is discharged and a fully processed Treatment Authorization Request (“TAR”) is completed.

- C. CalMHSA reserves the right to change the Service Fee, provided that CalMHSA provides written notice of the change at least 30 days prior to the date the change is to become effective.
- D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

**VI. Disclaimer of Warranties**

CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

**VII. Limitation of Liability**

CalMHSA is responsible only for funds as instructed and authorized by participants. Without Participant’s instructions and authorization, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.

**VIII. Indemnification.** 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 the indemnifying party’s negligence or willful conduct 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.

**IX. No Responsibility for Mental Health Services.** 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 pursuant to this Agreement.