

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

COVER SHEET

1. Yolo County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The following exhibits are attached and form part of this Agreement:

- Exhibit A Program Description, Funding and Fees
- Exhibit B General Terms and Conditions

2. **Program Name:** Psychiatric Inpatient Concurrent Review ("PICR") (the "Program").

3. **Program Description:** 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").

4. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2024 through June 30, 2025.

5. **Service Fee:** The fees payable under this Agreement are set forth in Exhibit B marked "Program Description, Funding and Fees," Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month which are payable within 30 days from the date of invoice.

6. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed **Fifty Thousand Four Hundred Dollars (\$50,400)** for the stated services during the term of the Agreement.

7. **Authorized Signatures:**

CalMHSA

Signed: 

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

Title: Executive Director

Date: 12/3/24, 10:31 AM

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**Participant: Yolo County**

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

Name (Printed): Mary Vixie Sandy

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

Signed: <sup>Signed by:</sup> Nolan Sullivan

Name (Printed): Nolan Sullivan

Title: Health and Human Services Agency Director

Date: 12/3/2024

Signed: \_\_\_\_\_  
Deputy (Seal)

Name (Printed): Julie Dachtler

Title: Senior Deputy Clerk, Board of Supervisors

**Approved as to form:**  
**Philip J. Pogledich, County Counsel**

Signed: Hope P. Welton

Name (Printed): Hope P. Welton

Title: Senior Deputy, County Counsel

Date: \_\_\_\_\_

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

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

**II. Program Overview:**

**A. 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).

**B. Services**

CalMHSA has entered into a services contract (“Service Agreement”) 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.

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**III. Service Fee:**

Participant agrees to pay the following Service Fee for each review and authorization conducted on behalf of Participant:

**Table A.**

| Applicable Period       | Service Fee Per Review |
|-------------------------|------------------------|
| 11/01/2024 – 06/30/2025 | \$89.60                |

**Notes:**

1. Service Fee refers to the cost to review and authorize each claim and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants’ actual utilization of the services according to the rate set forth in Table A above for each review and authorization completed.

**IV. Program Funding**

Maximum program funding under this Agreement shall not exceed the NTE amount set forth below for all the stated services during the term of the Agreement:

**Table B.**

| Applicable Period       | Not to Exceed (“NTE”) |
|-------------------------|-----------------------|
| 11/01/2024 – 06/30/2025 | \$50,400              |

**Notes:**

The NTE is calculated based on county’s highest annual utilization from the last three fiscal years and an added 25% overage allowance to take into account annual increases in utilization during the term of this Agreement.

**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**

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- A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from November 1, 2024 and continue through June 30, 2025 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 Exhibit A. Section IV. "Program Funding".
- B. Payment Terms
  - 1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III "Service Fee".
  - 2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
  - 3. Each monthly invoice is determined by Participant's actual utilization.
  - 4. 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. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Fees.

**VI. Uptime and Support**

- A. Contractor provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: [CARreviews@Acentra.com](mailto:CARreviews@Acentra.com)
- B. The platform services may occasionally become temporarily unavailable for maintenance purposes or other reasons outside of Contractor's control. Contractor will make best efforts to minimize any such unavailability.

**VII. 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.

**VIII. 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.

**IX. Insurance.** During the term of this Agreement, CalMHSA shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
  - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
  - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
  - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

- b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage.
- c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement CalMHSA must provide this insurance. If not, then this requirement automatically does not apply).
- d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

- a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CalMHSA including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to CalMHSA's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - b. **Primary Coverage** – CalMHSA's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days' notice to County.
  - d. **Waiver of Subrogation** – CalMHSA hereby grants to County a waiver of any right to subrogation which any insurer of CalMHSA may acquire against County by virtue of the payment or any loss under such insurance. CalMHSA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

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5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that CalMHSA changes insurance carriers CalMHSA shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that CalMHSA changes to a new carrier prior to receipt of any payments due.
  6. CalMHSA shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of CalMHSA, their officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, CalMHSA's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by CalMHSA's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, CalMHSA shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, CalMHSA shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, CalMHSA shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, CalMHSA shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** CalMHSA agree to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CalMHSA shall be required to agree to be bound to CalMHSA and County in the same manner and to the same extent as CalMHSA is bound to County under the Agreement Documents. Subcontractor shall be required to further agree to include these same provisions with any Sub-subcontractor. A copy of the Owner

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Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. CalMHSA shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and CalMHSA will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to CalMHSA's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- E.** CalMHSA shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event CalMHSA fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by CalMHSA.