

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

COVER SHEET

1. San Bernardino 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 and attachment are attached and form part of this Agreement:

<input checked="" type="checkbox"/>	Exhibit A	Program Description, Funding and Fees
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
<input checked="" type="checkbox"/>	Attachment	Business Associate Agreement
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 July 1, 2025, through June 30, 2026.
5. **Service Fee:** The fees payable under this Agreement are set forth in Exhibit A 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 \$2,401,392 for the stated services during the term of the Agreement.
7. **Authorized Signatures:** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

CalMHSA

Signed: _____

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

Title: Executive Director

Date: _____

Participant: San Bernardino County

Signed: _____

Name (Printed): Georgina Yoshioka, DSW, MBA, LCSW

Title: Director, Department of Behavioral Health

Date: _____

Approved as to form:

Signed: _____

Name (Printed): Dawn Martin

Title: 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:

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 Department of Health Care Services (“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 BHINs 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 (“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 the Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly MEDS Extract File (“MMEF”) to the Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants 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. Service Fee:

Participant agrees to pay the following Service Fee for completed Treatment Authorization Request (“TAR”) conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2025 – 06/30/2026	\$168

Notes:

1. Service Fee refers to the cost to complete each TAR 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 TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed (“NTE”) amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed (“NTE”)
07/01/2025 – 06/30/2026	\$2,401,392

Notes:

The NTE is determined based on the county’s highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over 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 inception 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. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
 - 6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
 - 7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
 - 8. Monitor and administer the Services Agreement on behalf of Participants.
- 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. Participant is responsible for tracking its own utilization and must request a contract maximum increase if needed.
4. 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.
5. Provide feedback on Program performance, which shall include completing an Annual MHP Survey.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term and Amendment

- A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2025, and continue through June 30, 2026, 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 shall be based on the total number of Treatment Authorization Requests ("TARs") completed during that month.
 4. The Participant's per TAR 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's help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.
- B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor's control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

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. Notice. All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, and 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 their relevant address information.

If to CalMHSA:

Name: Brandon Connors

Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815

Email: brandon.connors@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Position: Legal Counsel & Privacy Officer

Telephone: (888) 210-2515

Email: RKeen@manatt.com

If to Participant:

Name: Georgina Yoshioka, DSW, MBA, LCSW

Address: 303 E. Vanderbilt Way,
San Bernardino, CA 92415

Email: Georgina.Yoshioka@dbh.sbcounty.gov

CC Email to Name: Marybel Valadez

Position: Director of Mental Health

Telephone: (909) 388-0900

Email: Marybel.Valadez@dbh.sbcounty.gov