

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Fresno County ("Participant") desires to participate in the Program identified below.  
Name of Program: Behavioral Health Quality Improvement Program (BQHIP)
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. 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
  - Exhibit C County Specific Scope of Services and/or Funding
  - Appendix A Work Order Form
3. The maximum amount payable under this Agreement is \$200,590.00.
4. The term of the Program is upon execution through June 30, 2024.
5. Authorized Signatures:

**CalMHSA**

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

Title: Executive Director Date: \_\_\_\_\_

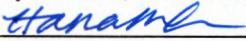
**Participant: County of Fresno**

Signed:  Name (Printed): Brian Pacheco

Title: Chairman of the Board of Supervisors of the County of Fresno Date: 8-9-2022

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program: Behavioral Health Quality Improvement Program**
- II. **Term of Program: Upon Execution 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.

<b>TABLE 1</b>				
<b>BQHIP REQUIRED SERVICES</b>				
<b>ITEM #</b>	<b>CATEGORY</b>	<b>BQHIP REQUIREMENT</b>	<b>CalMHSA DELIVERABLE(S)</b>	<b>RATE</b>
1	Payment Reform	Milestone 1a(iii): 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.	\$6,900
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.	\$17,940
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.	\$17,250

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.	\$115,000
<b>OPTIONAL SERVICES</b>				
		<b>PROFESSIONAL SERVICES</b>		<b>HOURLY RATE</b>
1		<b>Project Management Services</b> <i>(General BHQIP Implementation Support)</i>		\$175
2		<b>Clinical Services</b> <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 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 CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Transfer required initial Program funds as specified in Exhibit C, Program Description and Funding, which Participant will pay within 30 days of execution of this 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, JPAs, and bylaws.

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

- A. The term of the Program is upon execution through June 30, 2024.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSAs 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 withdraw 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 CalMHSAs 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 required from Participant will not exceed the amount stated in Exhibit C, County Specific Scope of Work and/or 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 CalMHSAs on a quarterly basis upon receipt of a CalMHSAs invoice for deliverables completed. Payable within 30 days of receipt of CalMHSAs invoice.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSAs is responsible only for funds as instructed and authorized by participants. CalMHSAs is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSAs 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.

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

ITEM #	CATEGORY	CaMHSa DELIVERABLE(S)	RATE	SELECTION (MARK WITH AN X)	TOTAL
1	Payment Reform	CaMHSa will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$6,900	X	\$6,900
2	Policy Changes	CaMHSa 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.	\$17,940	X	\$17,940
3	Data Exchange	CaMHSa will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CaMHSa will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$17,250	X	\$17,250
4	Data Exchange	Using Participant baseline data analysis as described above, CaMHSa will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions	\$115,000	X	\$115,000

		to improve performance related to measures indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.			
	<b>PROFESSIONAL SERVICES*</b>		<b>HOURLY RATE</b>	<b>Number of Hours</b>	<b>TOTAL</b>
1	Project Management ( <i>General BHQIP Implementation Support</i> )		\$175	60	\$10,500
2	Clinical ( <i>Clinical Training and Policy Changes Implementation Support</i> )		\$200	165	\$33,000
<b>GRAND TOTAL</b>					\$200,590

**\*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**

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

PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF FRESNO  
AND  
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No: 1271-BHQIP-FC Term: Upon execution through June 30, 2024

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000  
Organization: 56302005 (\$200,590)  
Account/Program 7295/0