

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
FISCAL OPTIMIZATION PROGRAM
COVER SHEET

1. Humboldt County ("Participant") desires to participate in the Program identified below.
Name of Program: Fiscal Optimization Program
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. The maximum amount payable under this Agreement is \$16,000.00
4. Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
5. The term of the Program is January 1, 2024, through and including December 31, 2024.
6. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant:

Signed: *Steve Madrone* Name (Printed): Steve Madrone

Title: Chair, Board of Supervisors Date: 12/15/23

Signed: _____ Name (Printed): Emi Botzler-Rodgers

Title: Behavioral Health Director Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Fiscal Optimization Program
- II. **Term of Program:** January 1, 2024, through and including December 31, 2024.
- III. **Program Objective and Overview:** CalMHSA will assist participating counties with the development of electronic tools and the provision of technical assistance to track and manage revenue, intergovernmental transfers, workforce productivity and billing, contractor fiscal management, and fiscal reporting to align with State requirements.

IV. **Scope of Work**

CalMHSA will develop and provide reporting and analysis tools and technical assistance in the following areas:

- Tracking and managing state and federal revenue sources to include:
 - 1991 Realignment,
 - 2011 Realignment,
 - Mental Health Services Act, and
 - State and federal Medi-Cal payments.
- Tracking and managing Intergovernmental Transfers (IGT) and the County Fund Accounts (CFA);
- Workforce management and tracking including staff time spent on travel and documentation versus direct patient care for contract providers and county operated providers;
- Contractor fiscal management to include:
 - Contract billings compared to revenues generated by contractor, and
 - Contract maximums relative to contractor payments.
- Compliance with State fiscal reporting requirements;
- Review, analysis and benchmarking of Medi-Cal fiscal data in the following areas:
 - Comparative for services provided by the Behavioral Health Plan including comparison of revenues and services provided by individual contractors and county provided services;
 - Comparative to other Behavioral Health Plans.
- Establishing a virtual meetings cadence to address issues and provide consultation:
 - One-on-one monthly virtual meetings to discuss fiscal issues raised by the Behavioral Health Plan. Discussion topics may encompass all areas of Behavioral Health finance such as revenue projections, budget development, program expansions, etc., and are not limited to Medi-Cal;
 - Monthly virtual office hour with all counties to discuss global fiscal issues.
- Development of benchmarking reports within the Behavioral Health Plan as well as comparing each county to peers within the SmartCare environment.

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. As applicable, manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer of full funding amount for the Program as specified in Section V, Fiscal Provisions, below, which Participant will pay within 30 days of execution of this agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
 - 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 12 months.

- 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 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 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 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 on the Cover Sheet, above.
- B. Payment Terms – Transfer of full funding amount for the Program in the amount of \$16,000.00, which Participant will pay within 30 days of execution of this agreement.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA 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. 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.