

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Siskiyou County ("Participant") desires to participate in the Program identified below.

Name of Program: County Revenue Cycle Management and State Reporting Services

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 Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C County Specific Scope of Services and Funding

3. The maximum amount payable under this Agreement is \$140,875.00.

4. Funds payable under this agreement are subject to reversion:

- Yes: Reversion Date _____
- No.

5. The term of the Program is July 1, 2023, through March 20, 2029

Authorized Signatures:

In Process

CalMHSA:

DocuSigned by:

Signed: *Dr. Amie Miller*
82E9EEB8B7CC446

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

Title: Executive Director

Date: 2/22/2024

Participant (County):

Signed: _____

Name (Printed): Michael N. Kobseff

Title: Chair, Board of Supervisors

Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: County Revenue Cycle Management and State Reporting Services**
- II. Term of Program: July 1, 2023, through March 20, 2029**
- III. Program Objective and Overview:**

Objective:

CalMHSA will provide Participant Professional Services to manage all stages of the Revenue Cycle Management activities for all County Payors/Guarantors and the generation and submission of all required Department of Health Care Services (DHCS) reporting.

Overview:

CalMHSA will provide Participant the following services:

A. Monthly Revenue Cycle Management - Billing and Accounts Receivable (A/R) Cycle Support

- 1. CalMHSA will provide all month-end processes for the completion of A/R and Billing Processes at CalMHSA's office and provide support and assistance PARTICIPANT's staff for Month-end A/R and billing processes for all requirements set forth by DHCS. Services to include:

- Pre-Billing error identification with Services and/or Charges
- Coordination with Participant staff to address identified errors
- Generation of Initial Batches and Claims Outputs
 - a Other Health Coverage (OHC) – Creation of CMS 1500 Compiles to be printed and submitted by Participant Staff (Once Per Month)
 - b Medicare – Creation of Medicare 837 claims to be submitted by CalMHSA to appropriate Fiscal Intermediary on behalf of the Participant (Once Per Month)
 - c Medi-Cal – Creation of Medi-Cal 837 claims for both Mental Health and/or Substance Use programs to be submitted by CalMHSA to DHCS, County, or PHP on behalf of the Participant (Once Per Month)
 - d Generation of claims to Secondary Payors per appropriate submission methods (e.g. Medi/Medi claims processing) (Once Per Month)
- Generation of Supplemental Batches and Claims Outputs
 - a Other Health Coverage (OHC) – Creation of CMS 1500 Compiles to be printed and submitted by Participant Staff (Once Per Month)
 - b Medicare – Creation of Medicare 837 claims to be submitted by CalMHSA to appropriate Fiscal Intermediary on behalf of the Participant (Once Per Month)
 - c Medi-Cal – Creation of Medi-Cal 837 claims for both Mental Health and/or Substance Use programs to be submitted by CalMHSA to DHCS, County or PHP on behalf of the Participant (Once Per Month)
 - d Generation of claims to Secondary Payors per appropriate submission methods (e.g. Medi/Medi claims processing) (Once Per Month)
- Attainment and Processing of Remittance Information
 - a Other Health Coverage (OHC) – Is solely the responsibility of the Participant

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- b Medicare - CalMHSA will attain the 835 electronic remittance information from the appropriate fiscal intermediary and post the transactions into the SmartCare Electronic Health Record (EHR)
- c Medi-Cal - CalMHSA will attain the 835 electronic remittance information from DHCS and post the transactions into the SmartCare Electronic Health Record (EHR)
- Denials and Rebilling
 - a For all Benefit Payors/Guarantors, CalMHSA will coordinate with the Participant to address identified issues with denied claims
 - b CalMHSA will generate and submit all Re-Billed claims based upon the claims outputs previously identified
 - c CalMHSA and Participant will manage all denials until each is worked to an appropriate conclusion
- 2. CalMHSA will provide training and support to program staff for program processes required in the month-end process and provide training materials and manuals once developed.
- 3. CalMHSA will use all reasonable efforts to comply with all state billing and reporting requirements for timely, accurate and complete processing of electronic claims or files.
- 4. PARTICIPANT will be the sole party responsible for ensuring timeliness, accuracy and the complete entry of data by PARTICIPANT staff necessary for CalMHSA to submit electronic claims or files.
- 5. CalMHSA will perform data review to ensure HIPAA compliance for electronic submittal to DHCS or other third-party payer in preparation for CalMHSA electronic data submission.
- 6. CalMHSA and Participant will work in good faith to address routine questions. CalMHSA and Participant will work together to identify consequential issues. Once an issue is determined to be "consequential", CalMHSA and Participant will coordinate the entry of a case/ticket into the provided support system. CalMHSA will provide on-going management of logged cases/tickets. Routine questions will not be tracked. CalMHSA will provide PARTICIPANT, upon request, a copy of PARTICIPANT's requests for support.
- 7. CalMHSA will assist and monitor EOB (HIPAA 835) – Explanation of benefit denials and report back to PARTICIPANT on a monthly basis or other agreed upon predetermined schedule.
- 8. When CalMHSA makes changes to existing information systems software that results in a need for consultation or training of PARTICIPANT employees, the associated costs will be paid by the CalMHSA.
- 9. CalMHSA and Participant will develop procedures and policies to ensure all parties know when files are created or posted.

B. State Reporting

1. CalMHSA will perform data review to ensure data from PARTICIPANT'S software meets requirements for electronic submission to DHCS.
2. CalMHSA will edit, create, and submit following electronic files on behalf of PARTICIPANT:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS) (aka FAST Reporting)
 - d. Pediatric Symptom Checklist (PSC 35) (aka FAST Reporting)
 - e. Adult Outcome Report
 - f. NACT 274 (Network Adequacy Certification Tool) - MH and ODS

- g. Any new state reporting submissions required under CalAIM
- h. Alcohol and Drug (ASAM) Reporting (If needed)
- i. Full-Service Partnership (MHSA) Reporting (If needed)

In the event new electronic reporting requirements are requested by DHCS, during the term of this agreement, CalMHSA will review feasibility of submission and develop process to upload to appropriate agency. PARTICIPANT agrees any additional fees will be included as an addendum to this agreement.

C. Fee Structure

SERVICE TYPES	ANNUAL RATES
Monthly Revenue Cycle Management - Billing and Accounts Receivable (A/R) Cycle Support <ul style="list-style-type: none"> • Submissions • Adjustments • Denials • Resubmissions • Receivables County Staff Support for Claims and State Reporting (Included at no charge) <ul style="list-style-type: none"> • Communications with Clinicians • Issue Resolutions • Questions and Inquiries 	\$15,000.00
State Reporting <ul style="list-style-type: none"> • California Outcomes Measurement System (CalOMS) (if needed) • Client and Service Information (CSI) • Child and Adolescent Needs and Strengths (CANS) • Pediatric Symptom Checklist (PSC 35) • Adult Outcome Report • NACT 274 (Network Adequacy Certification Tool) - MH and ODS • Any new state reporting submissions required under CalAIM • Alcohol and Drug (ASAM) Reporting (If needed) • Full-Service Partnership (MHSA) Reporting (If needed) 	\$9,500.00
TOTAL	\$24,500.00

NOTE: The above rates are based on current actual number of transactions. Significant increases or decreases in number of transactions will impact the rates in the same manner and will be adjusted accordingly.

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 PARTICIPANT (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. DHCS – State Department of Health Care Services.
- G. PHP – Partnership Healthplan of California.
- H. 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. 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 Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within the payment terms defined within this agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance 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.

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4. Cooperate by providing CalMHSA with requested information and assistance 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 July 1, 2023 through March 20, 2029.
- 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 PARTICIPANT-specific efforts will be returned to the particular Participant that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – Participant will be invoiced annually by CalMHSA, and Participant will issue payment amount identified below within thirty days of Invoicing. See below.

Year	APPLICABLE FISCAL PERIOD	AMOUNT
1	7/1/2023- 6/30/2024	\$24,500
2	7/1/2024- 6/30/2025	\$24,500
3	7/1/2025- 6/30/2026	\$24,500
4	7/1/2026-6/30/2027	\$24,500
5	7/1/2027- 6/30/2028	\$24,500
6	7/1/2028- 3/20/2029	\$18,375

- 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 Funding.

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.

In Process

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Participation Agreement

EXHIBIT C – Siskiyou County Specific Scope of Services and Funding

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In Process

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: California Mental Health
Services Authority

Date: 2/22/2024

Dr. Amie Miller

Dr. Amie Miller, Executive Director

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D.: On File

APPROVED AS TO ACCOUNTING FORM:

Fund 2122	Org 401030	Account 723000
FY23/24 \$24,500	FY24/25 \$24,500	
FY25/26 \$24,500	FY26/27 \$24,500	
FY27/28 \$24,500	FY28/29 \$18,375	

If not to exceed, include amount not to exceed: \$140,875.00

Encumbrance number (if applicable):