

3600-WORK-2023-LC
Remote Supervision
May 3, 2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

RECEIVED MAY 08 2023

- Lake County ("Participant") desires to participate in the Program identified below.
Name of Program: Remote Supervision
- 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
 - Attachment A Order Form Template
- The maximum amount payable under this Agreement is not to exceed \$ 50,000.
- Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
- The term of the Program is July 1, 2023, through March 31, 2025
- Authorized Signatures:

CalMHSA

Signed: Dr. Amie Miller DocuSigned by: 82E9EFBAB7CC446... Name (Printed): Dr. Amie Miller, Psy.D., MFT
 Title: Executive Director Date: 5/12/2023

Participant: Lake County

Signed: Jessica Pyska Jessica Pyska (Jun 7, 2023 19:40 PDT) Name (Printed): Jessica Pyska
 Title: Chair, Board of Supervisors Date: 06/07/2023
 Signed: [Signature] Name (Printed): Lloyd C. Quintivano
 Title: County Counsel Date: 05/10/2023
 Signed: _____ Name (Printed): _____
 Title: Director of Behavioral Health Date: _____



Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program: Remote Supervision**
- B. Term of Program: July 1, 2023, through March 31, 2025**
- C. Program Objective and Overview:**

CalMHSA has entered into a contract with a remote supervision company that matches behavioral health practitioners licensed in CA with pre-licensed clinical staff needing supervised clinical hours to quality for licensure (LCSW, LMFT, LPCC, Licensed Psychologist). Clinical supervision will be provided remotely, via a HIPAA-compliant platform, and can be provided individually or in triads/groups. Supervisors can be matched to pre-licensed staff practice area, and CalMHSA has developed a training to orient all supervisors to the CA public behavioral health context. CalMHSA is partnering with the California Healthcare Foundation (CHCF) to evaluate this remote supervision program, and participation in data collection will be requested of participating counties/pre-licensed staff. Data collection will focus on effectiveness of supervisor/supervisee relationship and county/supervisee satisfaction.

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:

- I. 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.
- II. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- III. 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.
- IV. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- V. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- VI. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - a. Act as the Fiscal and Administrative agent for the Program.
 - b. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - c. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - d. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - a. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
 - b. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - c. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
 - d. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - e. Provide feedback on Program performance.

- f. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is 24 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 **\$50,000** during the project period.

B. Rates for Services –

Use of Platform with a Remote Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$86.25
Triad Supervision 2 associates; 1 supervisor	\$149.50
Group Supervision 3-8 associates; 1 supervisor	\$230.00
Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$86.25

C. Payment Method –

Participant will submit an Order Form to CalMHSA on a monthly basis at accountsreceivable@calmhsa.org using the template listed in Attachment A – Order Form

Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Administrative Fee –

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

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.

Participation Agreement
 Attachment A - Remote Supervision Program Order Form Template

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:
 California Mental Health Services Authority
 1610 Arden Way, STE 175
 Sacramento, CA 95815

Remote Supervision Services*					
County	Date of Service Provided:	Use of Platform with Remote Supervisor(s):	Hours	Rate	Total
<i>Example County</i>	<i>7/1/23</i>	<i>Individual Supervision 1 associate; 1 supervisor</i>	<i>5</i>	<i>\$86.25</i>	<i>\$431.25</i>
Total Cost of Remote Supervision Services					\$431.25
Total					\$431.25

Authorized Signatory:
 Name: Elise Jones
 Date: 5/11/2023