



# RESOLUTION No. 23-238

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF A PARTICIPATION AGREEMENT TO AUTHORIZE NEVADA COUNTY TO PARTICIPATE IN THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY COUNTY REVENUE CYCLE MANAGEMENT AND STATE REPORTING SERVICES FOR THE PROVISION OF REVENUE CYCLE MANAGEMENT, STATE REPORTING SERVICES, AND OTHER SUPPORT SERVICES RELATED TO NEVADA COUNTY BEHAVIORAL HEALTH'S ELECTRONIC HEALTH RECORD SYSTEM FOR THE TERM OF JULY 1, 2023 THROUGH MARCH 20, 2029 IN THE MAXIMUM AMOUNT OF \$868,250**

WHEREAS, the State has mandated that Behavioral Health Departments have fully functioning Electronic Health Record Systems; and

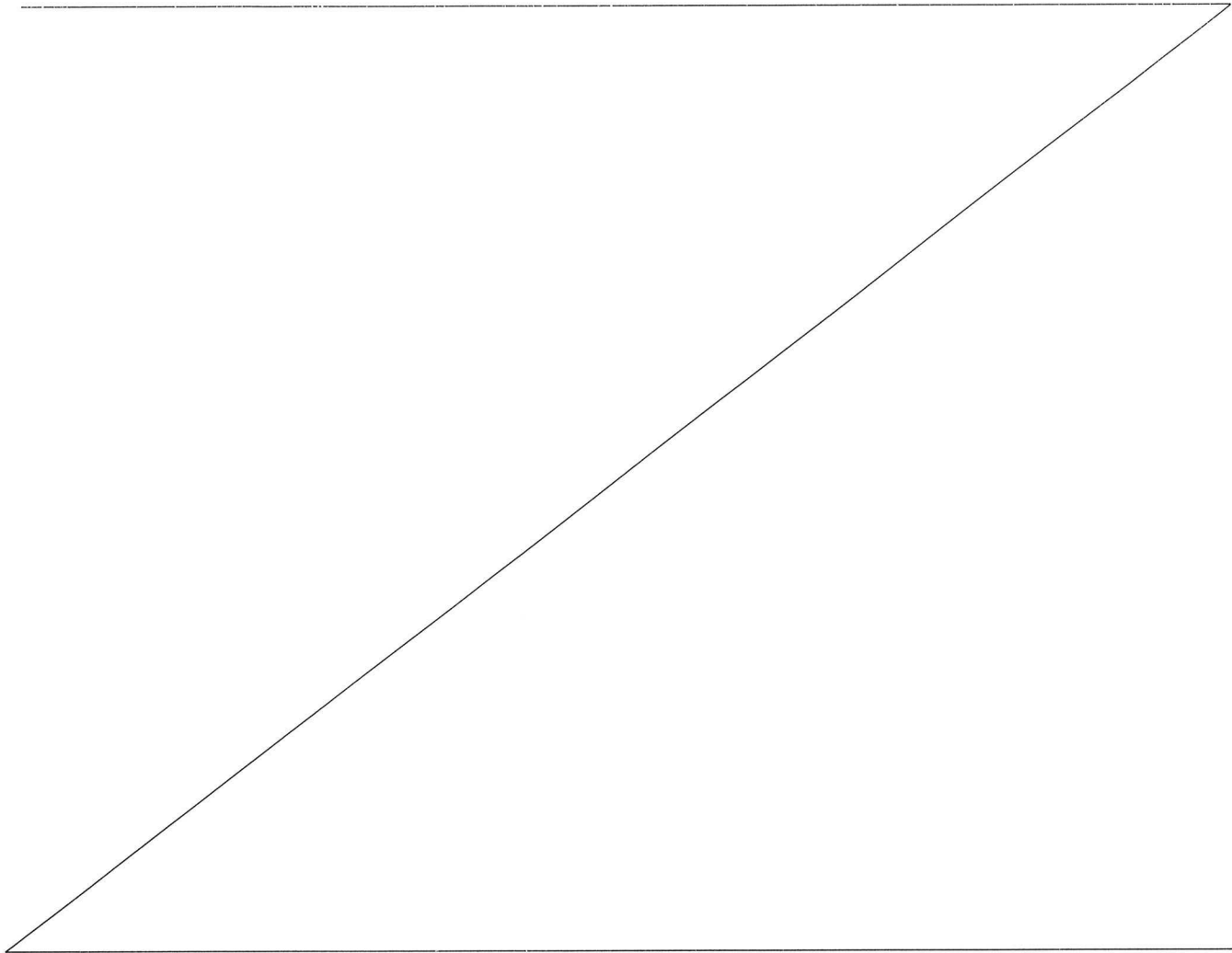
WHEREAS, the Nevada County Behavioral Health Department has entered into a contract with the California Mental Health Services Authority (CalMHSA) Semi-Statewide Electronic Health Record Program for the services related to a California-centric Electronic Health Record (EHR); and

WHEREAS, CalMHSA is a Joint Power Authority representing County Behavioral Health Departments under the authority of the Government Code; and

WHEREAS, the Nevada County Behavioral Health Department intends to enter into an additional contract with CalMHSA for the provision of revenue cycle management, state reporting, and other support services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Participation Agreement by and between the CalMHSA, pertaining to the provision of revenue cycle management, state reporting, and other support services for the contract term of term July 1, 2023 through March 20, 2029, in the maximum contract amount of \$868,250, be and hereby is approved, and that the Chair of the Board of Supervisors, is authorized to execute the Agreement on behalf of the County of Nevada. This contract is contingent upon the adoption of the Fiscal Year 2023/24 County Budget. The contract begins on July 1, 2023.

Funds to be disbursed from account: 1589-40103-493-1000/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13<sup>th</sup> day of June, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/13/2023 cc: BH\*  
AC\* (Hold)

7/7/2023 cc: BH\*  
AC\*(Release)  
CalMHSA\*

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET


1. Nevada 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.  

<input checked="" type="checkbox"/>	Exhibit A	Program Description and Funding
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
	Exhibit C	County Specific Scope of Services and Funding
3. The maximum amount payable under this Agreement is \$151,000 annually
4. Funds payable under this agreement are subject to reversion:  


<input type="checkbox"/>	Yes: Reversion Date _____
<input checked="" type="checkbox"/>	No.
4. The term of the Program is July 1, 2023 through March 20, 2029


Authorized Signatures:


**CalMHSA:**

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT  
Amie Miller (Jul 6, 2023 16:57 PDT)  
Title: Executive Director Date: 07/06/2023

**Participant (County):**

Signed:  Name (Printed): Ed Scofield  
Ed Scofield (Jun 14, 2023 10:17 PDT)  
Title: Board of Supervisors/ CAO Date: 06/14/2023

Signed:  Name (Printed): Jamie Hogenson  
Jamie Hogenson (Jun 14, 2023 10:19 PDT)  
Title: County Counsel Date: 06/14/2023

Signed:  Name (Printed): Phebe Bell  
Phebe Bell (Jun 14, 2023 10:21 PDT)  
Title: Director of Behavioral Health Date: 06/14/2023

**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 assist PARTICIPANT's staff for Month-end A/R and billing processes for all requirements set forth by DHCS. While the actual duration of these efforts will depend upon service/claims volume and the presence of errors in the service data, it is anticipated that claims will be generated and submitted within the first two weeks of each month Services to include:

- 1 Pre-Billing error identification with Services and/or Charges
- 2 Coordination with Participant staff to address identified errors
- 3 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 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)
- 4 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 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)

- 5 Attainment and Processing of Remittance Information
  - a Other Health Coverage (OHC) – Is solely the responsibility of the Participant
  - 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)
- 6 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. Training content and duration will be variable based upon the issues identified during the month's billing process. None-the-less, it is anticipated that this activity will not extend beyond 8 hours within a one-month period. Should additional training be required, this will be accommodated through other mechanisms/agreements.
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 system's software that results in a need for consultation or training of PARTICIPANT employees, the associated costs will be paid by 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:
  1. California Outcomes Measurement System (CalOMS)
  2. Client and Service Information (CSI)
  3. Csi Assessment (aka Timeliness Reporting) – MH and ODS
  4. Child and Adolescent Needs and Strengths (CANS) (aka FAST Reporting)
  5. Pediatric Symptom Checklist (PSC 35) (aka FAST Reporting)
  6. Adult Outcome Report
  7. 274 Submission for Network Adequacy Reporting- MH and ODS
  8. Any new state reporting submissions required under CalAIM
  9. Alcohol and Drug (ASAM) Reporting (If needed)
  10. Full-Service Partnership (MHSA) Reporting (If needed)
  11. MMEF Files
  12. Plan Data Feed (Finder File) for MH and SUD

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. Routine revisions, updates, or amendments to existing reports will not be considered new electronic reporting requirements.

**C. County Staff Support**

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff. Help desk support will include:
  1. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
  2. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.
  3. Contractor will develop report templates and ad hoc queries for management and analyst staff
  4. Contractor will assist with program and staff configuration and setup
  5. Contractor will provide at a minimum monthly consultation with County to advise on optimal EHR configuration for various county needs and processes such as program implementation and workflow design
  6. Contractor will maintain and update a LIVE, TRAIN, and QA version of the EHR software on County's behalf
  7. Contractor will develop dashboards to be utilized by County for reporting analytics.

**D. Fee Structure**

SERVICE TYPES	ANNUAL RATES
<b>Monthly Revenue Cycle Management - Billing and Accounts Receivable (A/R) Cycle Support</b> <ul style="list-style-type: none"> <li>• Submissions</li> <li>• Adjustments</li> <li>• Denials</li> <li>• Resubmissions</li> <li>• Receivals</li> </ul> County Staff Support for Claims and State Reporting (Included at no charge) <ul style="list-style-type: none"> <li>• Communications with Clinicians</li> <li>• Issue Resolutions</li> <li>• Questions and Inquiries</li> </ul>	\$100,000.00
<b>State Reporting</b> <ul style="list-style-type: none"> <li>• California Outcomes Measurement System (CalOMS)</li> <li>• Client and Service Information (CSI)</li> <li>• CSI Assessment (aka Timeliness Reporting) – MH and ODS</li> <li>• Child and Adolescent Needs and Strengths (CANS)</li> <li>• Pediatric Symptom Checklist (PSC 35)</li> <li>• Adult Outcome Report</li> <li>• 274 Submission for Network Adequacy Reporting - MH and ODS</li> <li>• Any new state reporting submissions required under CalAIM</li> <li>• Alcohol and Drug (ASAM) Reporting (If needed)</li> <li>• Full-Service Partnership (MHSA) Reporting (If needed)</li> <li>• MMEF Files</li> <li>• Plan Data Feed (Finder File) for MH and SUD</li> </ul>	\$26,000.00
<b>County Staff Support</b> <ul style="list-style-type: none"> <li>• Help Desk Support</li> <li>• Remote Support</li> <li>• Advance Notice of Planned System Maintenance</li> <li>• Report Templates and Ad Hoc Queries</li> <li>• Configuration and Setup</li> <li>• Consultation</li> <li>• LIVE, TRAIN, and QA versions of HER Software</li> <li>• Develop Dashboards</li> </ul>	\$25,000
<b>TOTAL</b>	<b>\$151,000.00</b>

**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.

**E. Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have

the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**F. Relationship of Parties**

**1. Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

- 2. No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

**G. Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

**H. Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Participation Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or



suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party, approval not to be unreasonably withheld. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

**I. Accessibility**

It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.

**J. Nondiscriminatory Employment**

Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

**K. Drug-Free Workplace**

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

**L. Political Activities**

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

**M. Financial, Statistical and Contract-Related Records:**

1. Books and Records Contractor shall maintain statistical records and submit reports as reasonably required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
2. Inspection Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records pertaining to this Participation Agreement available for inspection, examination or copying,

to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

3. Audit Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option and expense, Contractor shall provide all books and records within thirty (30) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

**N. Termination**

1. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or either party terminate this Contract, without notice.
2. If either party fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, the non-breaching party may terminate this Contract after giving thirty (30) calendar days written notice and an opportunity to cure to the breaching party.
3. Either Party may terminate this Contract for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
4. County, upon giving thirty (30) calendar days written notice to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all nonproprietary writings prepared by it as part of the Deliverables pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor as part of the Deliverables pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services and Deliverables rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided,

however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such information is reasonably necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

**O. Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.

**P. Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

**Q. Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

**R. Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section X, Termination.

**S. Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

**T. Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.

**U. Additional Contractor Responsibilities**

A. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

**V. Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Each Party agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, each Party agrees to protect the confidentiality of any confidential information with which the Party may come into contact in the process of performing the contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

**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. 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.
  - 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	\$151,000
2	7/1/2024- 6/30/2025	\$151,000
3	7/1/2025- 6/30/2026	\$151,000
4	7/1/2026- 6/30/2027	\$151,000
5	7/1/2027- 6/30/2028	\$151,000
6	7/1/2028- 3/20/2029	\$113,250

- 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.

**Participation Agreement**

EXHIBIT C – Participant Nevada County Specific Scope of Services and Funding

[Intentionally left blank]