



# RESOLUTION No. 24-081

## 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 DATA ARCHIVE SOLUTION PROGRAM FOR THE PROVISION OF MICROSOFT AZURE CLOUD DATABASE SOLUTION, PROFESSIONAL IMPLEMENTATION AND SUPPORT SERVICES IN THE MAXIMUM AMOUNT OF \$58,704.00 FOR THE CONTRACT TERM OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2026 AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2023/24 (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the Center for Medicare and Medicaid Services (CMS) published the Interoperability and Patient Access Final Rule on May 1, 2020, mandating data archiving and interoperability requirements of healthcare providers; and

WHEREAS, the Nevada County Behavioral Health Department wishes to enter into a contract with the California Mental Health Services Authority (CalMHSA) for the Data Archive Solution to store both legacy and current Electronic Health Record (EHR) patient data; and

WHEREAS, the CalMHSA Data Archive Solution will help Nevada County Behavioral Health in meeting future interoperability requirements.

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 California Mental Health Services Authority (CalMHSA) to participate in the California Mental Health Services Data Archive Solution program for the provision of Microsoft Azure Cloud database solution, professional implementation and support services in the maximum amount of \$58,704.00 for the contract term of January 1, 2024, through December 31, 2026, be and hereby is approved, and that the Chair of the Board of Supervisors, be and is hereby authorized to execute the Agreement on behalf of the County of Nevada and authorizes and directs the Auditor-Controller to release \$36,168 fund balance in Fund 1589 and amend Behavioral Health's budget as follows:

Fiscal Year 2023/24

Expenditure: 1589 40103 493 1000 / 521520

\$36,168

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February 2024, 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:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: \_\_\_\_\_



Hardy Bullock, Chair

Agreement No. 5114-ARCHIVE-2023-NC  
Data Archive Solution  
February 15, 2024

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

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

**Name of Program:** Data Archive Solution

**Summary of Program:** CalMHSA will provide Participant with a Microsoft Azure Cloud database solution and professional implementation and support services to assist with archiving legacy application Electronic Medical Record ("EMR") databases to a secure Cloud environment. Through this Program, CalMHSA strives to help Participant retain copies of and access to legacy EMR data, while also assisting Participant in taking steps toward meeting future interoperability requirements.

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 and Funding  
☒ Exhibit B General Terms and Conditions

3. The amount payable for the term of this Agreement is \$58,704.00.

This amount is comprised of a \$24,900 one-time fee plus an \$11,268 annual subscription fee. Participant may choose to purchase optional additional services, described in Exhibit A, Section IV. Fee Structure. Any such purchase will increase the total amount payable under this agreement and must be agreed upon in a written contract signed by the Parties.

4. County to confirm if funds payable under this agreement are:

From a federal source or program (explain below)	Amount \$ <u>N/A</u>
Grant Funding (explain below):	Amount \$ <u>N/A</u>
Restricted (explain below):	Amount \$ <u>N/A</u>
Contingent (explain below):	Amount \$ <u>N/A</u>

Explanation of Restriction(s):

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\*County confirms that aside from the above, there are no other funding restrictions.

5. The term of the Program is January 1, 2024, through December 31, 2026.

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Authorized Signatures:

**CalMHSA:**

DocuSigned by:  
Signed: Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT  
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Title: Executive Director Date: 3/4/2024

**Participant (Nevada County):**

Signed: USN Name (Printed): Hardy Bullock  
Title: Chair, Board of Supervisors Date: 03/01/2024

**Participation Agreement**  
**EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING**

I. **Name of Program:** Data Archive Solution and Professional Services

II. **Term of Program:** January 1, 2024, through December 31, 2026

III. **Scope of Work:**

CalMHSA will assist Participant in archiving legacy application EMR databases utilizing a Microsoft Azure SQL Cloud database.

**A. CalMHSA Responsibilities**

CalMHSA will provide Participant the following services:

1. Planning and Coordination - CalMHSA will create and deliver plan-based materials and coordinate with Participant to assist Participant with the goal of meeting requirements in a timely manner.
2. Project Management - CalMHSA Project Managers will facilitate the scope of the project and collaborate with Participant to provide direction and oversight of deliverables within anticipated timelines.
3. Architecture and Design - CalMHSA will architect and design the Microsoft Azure SQL Cloud environment using accepted best practices.
4. Data Migration - CalMHSA will perform all data migration activities for Participant after Participant has transferred its archive database in a structured format.
5. Testing and Validation - CalMHSA representatives will connect to each data set and confirm successful migration. If any issues are found, CalMHSA will address, resolve and re-validate.
6. Participant Database Access - CalMHSA will ensure that Participant has read only access to the Microsoft Azure SQL database. This level of access will facilitate Participant's ability to access data and allow Participant to create reports as needed.
7. Database Maintenance and Back-Up - CalMHSA will maintain the Microsoft Azure SQL Cloud environment and ensure annual back-up of database.

**B. Participant Responsibilities**

Participant shall be responsible for the following:

1. Data Delivery – Participant will deliver data to CalMHSA in a relational structured format. Participant agrees to take steps necessary to ensure data is extracted in the appropriate format including, but not limited to, working with their current vendor.

2. Report Creation – Participant is responsible for the creation of any required reports utilizing Participant’s database access. CalMHSA offers additional services upon request to assist Participant in report creation.

3. Project Management and Coordination – Participant agrees to assign staff to communicate and collaborate with CalMHSA throughout the archiving project.

#### IV. Fee Structure

SERVICE TYPE	ONE-TIME FEE
<b>Data Archiving Solution – Professional Services and Implementation</b> <ul style="list-style-type: none"> <li>Planning and Coordination</li> <li>Project Management</li> <li>Architecture and Design</li> <li>Data Migration</li> <li>Testing and Validation</li> <li>Participant Access to Azure SQL Database</li> <li>Database Maintenance and Backup</li> </ul>	\$24,900.00
LICENSE FEE	ANNUAL RATE
<b>Data Archiving Solution – Database License Fee</b> <ul style="list-style-type: none"> <li>Microsoft Azure SQL Single Database License</li> <li>West US Region for Low Latency</li> <li>4V Cores</li> <li>Provisioned Database</li> <li>Gen 5 Server</li> <li>Zone-Redundancy</li> <li>100 Hours Compute Time Per Month</li> <li>RA-GRS Backup Storage Redundancy</li> <li>1024GB Long Term Retention Long Term Storage with Annual Backup</li> </ul>	\$11,268.00 per Year
OPTIONAL ADDITIONAL SERVICES	RATE
<b>Additional Professional Service Offering</b> <ul style="list-style-type: none"> <li>Report Writing</li> </ul>	\$225.00 per Hour
<b>Additional Data Storage and Back-Up</b> <ul style="list-style-type: none"> <li>512 GB Per Month</li> <li>Includes 2 Additional V Cores Per 512 GB</li> </ul>	\$396 per Month



**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. 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. 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 funding amount for the Program as specified in Exhibit B, Section V. Fiscal Provisions, 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. Any and all assessments, creation of individual case plans, and providing or arranging for services.
  - 4. Provide 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 January 1, 2024, through December 31, 2026.

February 15, 2024

- 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.

#### V. Fiscal Provisions

- A. Funding required from Participant shall be in the amount stated on the Cover Sheet of this Agreement.
- B. Payment Terms – Participant will be invoiced annually by CalMHSA, and Participant will issue payment amount identified below within thirty (30) days of Invoicing.

Payment for Year 1 will be due within thirty (30) days of execution of this Participation Agreement. Payment for Years 2 and 3 will be invoiced on and due within thirty (30) days of January 1 of the applicable fiscal period. See below.

Year	APPLICABLE FISCAL PERIOD	AMOUNT
1	1/1/2024 - 12/31/2024	\$36,168
2	1/1/2025- 12/31/2025	\$11,268
3	1/1/2026- 12/31/2026	\$11,268

- 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. Uptime and Support

- A. CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: [connex@calmhsa.org](mailto:connex@calmhsa.org).
- B. The services may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

#### VII. Disclaimer of Warranties



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CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

**VIII. Limitation of Liability**

THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

**Signature:**




**Email:** Hardy.Bullock@nevadacountyca.gov

**Title:** Chair of the Board

**Company:** County of Nevada

**Signature:**

DocuSigned by:  
  
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**Email:** amie.miller@calmhsa.org

**Title:** Executive Director

**Company:** CalMHSA