

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
EHR PROGRAM

1. **Sonoma County** ("Participant") desires to participate in the **EHR Program** ("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 incorporated into the Agreement.
 Exhibit A Program Description and Funding Allocation
 Exhibit B General Terms and Conditions
3. The Funding Amount under this Agreement is \$100,000.
4. Funds payable under this agreement are subject to reversion:
 Yes: Reversion Date _____
 No
5. The Term of the Program is (12) months, beginning July 1, 2021 and terminating on May 31, 2022, with the option for early termination or extension.
6. During the Term, Participant will not initiate any new engagement with any other entity or vendor to provide the services contemplated under the Program.
7. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: 9/10/2021

Email: amie.miller@calmhsa.org

Participant:

Signed:  _____ Name (Printed): Bill Carter

Title: Behavioral Health Director Date: 9/10/2021

Email: bill.carter@sonoma-county.org

EHR PROGRAM
Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING ALLOCATION

I. Program Objective and Overview:

CalMHSA will develop and manage a Request for Proposal (“RFP”) process to select a vendor to deliver a California-centric enterprise solution for electronic health records (the “EHR Program”). The EHR Program will be designed to be configured and implemented across multiple counties.

The EHR Program will be grounded in clinical best practices, state objectives such as CalAIM, and unique business operational needs of the California county-based behavioral health system, and will act as a catalyst for better use of data to drive performance outcomes. By introducing a common enterprise system that is inherently based upon pre-defined workflows, the EHR Program will provide CalMHSA and the Program Participants with the ability to implement centralized application management service, application support services, end-user training, revenue cycle management services, project management and other professional services. The Program, and the application of centralized services to support multiple counties, will provide for more efficient use of resources, better clinical outcomes, improved adherence to state requirements and reporting, and better overall justification of state spending on specialty mental health and substance use services.

II. Participant's Participation:

Participant will take an active role in the Program, including but not limited to, participation in stakeholder groups and advisory groups, testing, and implementation.

III. Funding Allocation:

Initial funding for the Program is based upon the following allocation by County population:

- | | | |
|----|---------------------|-----------|
| a. | Los Angeles County: | \$250,000 |
| b. | Large: | \$150,000 |
| c. | Medium: | \$100,000 |
| d. | Small: | \$50,000 |
| e. | Frontier: | \$35,000 |

Any additional funding requests provided by CalMHSA to the Program Participants will utilize a similar allocation.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall have the following meaning:

- 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. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A county, city (or JPA of two or more counties or cities) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. 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, Prevention and Early Intervention (“PEI”) Programs.
- E. Participant – Any county or city participating in the Program.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the administrator for the Program.
 - 2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide monthly reports to Participant.
- B. Responsibilities of Participant:
 - 1. Transfer of the Funding Amount (which includes all administrative fee(s)), within thirty (30) days of execution of the Agreement.
 - 2. Provide CalMHSA with requested information and assistance in order to fulfill the purposes of the Program.

III. Amendment

- A. 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. CalMHSA may cancel or terminate the Program upon thirty (30) days' written notice to Participant. Notice shall be deemed served on the date of receipt by Participant. Notice may also be given via email at any of the Participant email addresses provided herein. If notice is given via email, it shall be deemed served on acknowledgement of receipt.
- B. Participant may withdraw from the Program and terminate the Participation Agreement upon thirty (30) days' written notice. Notice shall be deemed served on the date of

receipt by CalMHSA. Notice may also be given via email at the CalMHSA email addresses provided herein. If notice is given via email, it shall be deemed served on acknowledgement of receipt.

- C. The withdrawal 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, and Participant must pay all amounts owed under this Agreement until the date of termination. If Participant fails to perform as required under this Agreement, CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs CalMHSA sustains resulting from Participant's breach.
- D. 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. If the Program includes two or more Participants, unused funds will be returned pro rata to Participant in proportion to payments made; except that, CalMHSA may make an adjustment if a particular Participant received a disproportionate benefit from the Program.

V. Limitation of Liability and Indemnification

- A. Neither Party shall be liable to the other Party for any loss of opportunity or profit, or any special, indirect, exemplary, punitive, consequential or incidental damages arising in relation to this Agreement however caused, whether arising from breach of contract, tort (including negligence) or pursuant to other legal theory. With the exception of a Party's gross negligence, willful misconduct or fraud or any indemnity claims for losses incurred by a third party, each Party's total limit of liability in respect of its obligations under this Agreement shall not otherwise exceed the Funding Amount.
- B. Under the Program, CalMHSA has no responsibility for, and will not perform or provide, assessments, case or treatment plans, mental health services to individuals, and/or selecting, contracting with, or supervising mental health providers (collectively, "Mental Health Services"). Participant (the "Indemnifying Party") hereby agrees to indemnify CalMHSA, its officers, directors, employees, and agents (the "Indemnified Party") for any and all claims, liabilities, demands, disallowances, suits, or damages arising from:
 - a. Participant's acts or omissions in connection with the provision of Mental Health Services, whether or not provided in the context of the Program;
 - b. Breach by the Indemnifying Party of an obligation hereunder;
 - c. Fraud, gross negligence or willful misconduct of the Indemnifying Party; or
 - d. Violation by the Indemnifying Party of the intellectual property rights of a third party.