

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

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

Name of Program: Semi-Statewide Enterprise Health Record

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 particular Program.

- | | | |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Program Description |
| <input checked="" type="checkbox"/> | Exhibit B | General Terms and Conditions |
| <input checked="" type="checkbox"/> | Exhibit C | Participant-Specific Committed Funding and Payment Terms |
| <input checked="" type="checkbox"/> | Exhibit D | Participant Contingency Budget |

3. The first installment of \$673,893 is due from Participant within 30 days of execution of this Agreement.
4. The term of Participant's participation in the Program will commence upon final execution of this Participant Agreement through March 18, 2029, unless sooner terminated pursuant to the terms of this Agreement.
5. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Agreement No.:
Program Name: SEMI-STATEWIDE ENTERPRISE HEALTH RECORD
Date:

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

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EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Semi-Statewide Enterprise Health Record
- II. **Term of Program:** CalMHSA and Streamline Healthcare Solutions, LLC (“Contractor”) have entered into a seven (7) year contract, beginning March 18, 2022 and terminating on March 18, 2029. CalMHSA has the option to extend the Program with the Contractor for up to three (3) additional one (1) year periods. Participation Agreements between CalMHSA and counties will be amended to reflect any extensions to the Program.

III. **Program Objective and Overview:**

Objective:

The Program will include the development and implementation of a Semi-Statewide Enterprise Health Record (“EHR”).

Overview:

The goal of CalMHSA’s effort is to partner with the Contractor and participating counties (“Participants”) to configure a California-centric Enterprise Health Record that will then be implemented across multiple counties. Through this multi-county collaborative effort, the Enterprise Health Record will support counties’ core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support:

- Centralized application administration
- Standardized training and end-user support
- Shared technical services
- A common baseline against which new updates for State and federal mandate can be defined/applied
- The creation of a learning community across the participating counties

By being grounded in clinical best practices and State objectives, the semi-statewide implementation will act as a catalyst for better use of data to drive performance outcomes.

CalMHSA has entered into a Master Services Agreement (MSA) with Streamline Healthcare Solutions, LLC (“Contractor”), to develop an EHR that will provide these functions.

Pursuant to the MSA, Contractor will develop and implement “SmartCare Base”, a fully integrated, web based EHR system designed for program, billing and revenue management. SmartCare Base focuses on behavioral healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-

based programs. SmartCare Base includes clinical and administrative functionality for client intake and registration; admissions, discharges and transfers; referrals and inquiries; appointment scheduling; individual care planning; assessments and progress notes; electronic signatures; prescription medication ordering; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; and productivity and outcomes measurement tools. The features for revenue cycle management include service billing and authorization tracking; service, payer, insurance plans and rules management; claims generation; tracking denials; and nightly billing processes to automate many of these functions.

In addition, SmartCare Base will meet the requirements of Medi-Cal, the State of California's version of Medicaid. This includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission as well as Medi-Cal required elements for proper claim submission. Contractor will support and include ongoing updates as required by the State of California for the following:

Reporting and Forms:

- CalOMS: California Outcomes Measurements System
- CSI Reporting: Client Services Information
- TADT: Timely Access Data Tool
- NACT: Network Adequacy Certification Tool
- OIG Audits: Office of Inspector General
- ASAM: American Society of Addiction Medicine
- ANSA: Adult Needs and Strengths
- CANS: Child and Adolescent Needs and Strengths
- PSC-35: Pediatric Symptom Checklist
- FSP: Full Service Partnership
- HCAI: Department of Health Care Access and Information (Formerly OSHPD: Office of Statewide Health Planning and Development)

Billing Support:

- UMDAP: Uniform Method of Determining Ability to Pay
- 270/271 Connector for Medi-Cal
- Share of Cost Clearance Integration
- MEDS/MMEF Medi-Cal Eligibility Data System, Medi-Cal Monthly Extract File Import
- Core/Custom updates to 837P and 837I
- Billing Delay Reason Code Documentation

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

Finally, CalMHSA, on behalf of Participants, will assure achievement of measurable deliverables to assure Participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

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EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following terms, 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 – An organization County or City (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 funding to counties for the expansion of mental health prevention and treatment services.
- D. Department of Health Care Services (DHCS) – The California Department of Health Care Services responsible for behavioral health functions.
- E. Participant – Any County or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.
- G. Committed Funds – Any funding specified for fees associated with solution subscriptions and/or professional services that the Participant has committed to the Program through this Participation Agreement.
- H. Contingency Funds – Any funding secured by the Participant for future, as-needed solution subscriptions and/or professional services. Through the execution of subsequent Amendment(s) to this Participation Agreement, funding augmentations may be incorporated for future purchases and services.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

4. During implementation activities, work closely with the Contractor to coordinate on development and implementation of the EHR, including:
 - a. Development of customizations and customer extensions
 - b. Setup and configuration of hosted infrastructure
 - c. Installation of licensed product and services
 - d. Setup and configuration of SmartCare Base environments for implementation
 - e. Ongoing support and maintenance of environments during implementation
 - f. Support access for Participant implementation team
5. Assure Contractor submits the following:
 - a. At least ten (10) claims per each Participant that pass the Strategic National Implementation Process (SNIP) edit;
 - b. At least ten (10) Drug Medi-Cal (DMC) claims per each Participant that are approved (including DMC-ODS or DMC claims); and
 - c. At least ten (10) Specialty Mental Health Services (SMHS) claims per each Participant that are subsequently approved.
6. On behalf of each Participant, submit to DHCS the following attestations and supporting documents from Contractor as also may be required:
 - a. The changes needed to the Semi-Statewide EHR claiming system have been assessed, including updated CPT codes sets and have been incorporated into the contract with Contractor.
 - b. All new claiming rates have been loaded into each Participant's instances of SmartCare Base.
 - c. The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
 - d. The implementation of the FHIR API has been completed.
 - e. The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
 - f. The documentation outlining mapped data elements to the USCDI has begun.
 - g. Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.

7. Provide a copy of a test data sharing transaction log or a deidentified HL7 test message (or other equivalent documentation) to and from the Managed Care Organizations (MCOs) or Health Information Exchange (HIE) and each Participant.
8. Enable submission/submit a log of successful FHIR transactions (de-identified) to DHCS over a two-month period in CY 2023.
9. After “Go-Live” of the EHR within the Participant’s jurisdiction, oversee and work closely with the Contractor to ensure compliance with the MSA.
10. Monitor and administer the MSA on behalf of Participants.
11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
12. Comply with CalMHSA’s Joint Powers Agreement (JPA) and Bylaws.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as specified in Section V, Fiscal Provisions.
2. Provide CalMHSA, Contractor and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Perform any and all requested assessments of the Program and provide feedback on Program performance.
4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted set forth in Exhibit C.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA, and Bylaws.

III. Amendment

This Participation 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 in accordance with Section VII.
- B. The withdrawal of Participant from the Program shall not automatically terminate Participant's 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 a disproportionate benefit was conveyed on a 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. The total maximum amount of this Participation Agreement shall not exceed **\$5,526,045** for the term of this Agreement as found in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS and EXHIBIT D - PARTICIPANT CONTINGENCY BUDGET, which have been made part of this Agreement.
- B. Payment Terms
 - 1. Participant's Estimated Annual Costs and specific Payment Terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS. EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET identifies additional funds to be made available to accommodate expected user growth, development and other professional services anticipated to be executed within the term of the Agreement.
 - 2. Each payment is subject to variance based on several factors, including but not limited to the total number of Participants, total number of subscriptions/users, the implementation phase selected, the total development cost, and annual CPI Increase.
 - 3. Wherever Participant's actual annual costs for participation in the Program exceed the Estimated Annual Cost, Participant agrees to pay CalMHSA for the difference.

- C. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

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 the provision of mental health services, including but not limited to: performing client assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising and/or monitoring 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.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below, and shall be deemed received upon the other party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CaIMHSA:

Name: Laura Li Position: Chief Administrative Officer, CalMHSA
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700
CC Email to: Randall Keen/Manatt Email: RKeen@manatt.com

If to Participant:

Name: [] Position: []
 Address: []
 Email: [] Telephone: []
 CC Email to Name: [] Email: []

EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

The total maximum amount of Participant-Specific Committed Funding in this Participation Agreement shall not exceed **\$4,837,865** for the period of Participant Agreement execution through March 18, 2029 as follows:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 95,484.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 95,484.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 95,484.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 738,461.54	\$ 61,538.46	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare IP/Residential Implementation	1	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare OE/EMAR Implementation	1	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Pharmacy Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	576	\$ 63,475.20	\$ 380,851.20	\$ 380,851.20	\$ 380,851.20	\$ 380,851.20	\$ 380,851.20	\$ 253,900.80
SmartCare Rx Prescribers Subscription	56	\$ 13,395.20	\$ 80,371.20	\$ 80,371.20	\$ 80,371.20	\$ 80,371.20	\$ 80,371.20	\$ 53,580.80
SmartCare Patient Portal Subscription	900	\$ 165.60	\$ 993.60	\$ 993.60	\$ 993.60	\$ 993.60	\$ 993.60	\$ 662.40
SmartCare IP/Residential Subscription	1	\$ 2,875.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 11,500.00
SmartCare OE/EMAR Subscription	1	\$ 2,875.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 11,500.00
SmartCare Pharmacy Interface Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare Lab Interface Subscription	1	\$ 488.76	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 1,955.04
Disaster Recovery Subscription	1	\$ 3,456.00	\$ 20,736.00	\$ 20,736.00	\$ 20,736.00	\$ 20,736.00	\$ 20,736.00	\$ 13,824.00
Annual %3 Fee Increase - Subscription	1	\$ 2,636.42	\$ 15,976.72	\$ 16,456.02	\$ 16,949.70	\$ 17,458.20	\$ 17,981.94	\$ 12,225.35
RAND Evaluation	1	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 1,691,333.20	\$ 604,799.74	\$ 543,740.58	\$ 544,234.26	\$ 544,742.76	\$ 545,266.50	\$ 363,748.39
Total Participant-Specific Committed Funds	\$	4,837,865						

Committed Funds Payment Terms

Description	Fee Type Description	Payment Term
Participant Instance Installation	Participant Instance Installation Fee includes: <ul style="list-style-type: none"> • Setup & Configuration of hosted infrastructure • Installation of licensed product and services • Setup and configuration of SmartCare environments for implementation • Ongoing support & maintenance of environments during implementation • Support access for and Participant implementation team 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
System Acquisition Fee	<ul style="list-style-type: none"> • This cost covers the “Core” CalMHSA Installation of SmartCare • This cost is also associated with establishing an agreement between Streamline and CalMHSA which secured discounted pricing and other considerations 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Initial Development Fee (Customization and Security)	This cost covers the identified development items to be delivered during the implementation effort	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Discretionary Development Budget	This cost establishes a shared budget to address as-yet unidentified items	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Professional Services Implementation	Monthly Fees are initiated upon Participation Agreement execution and	Payment of invoices are due within 30 days of receipt

	paid throughout the entire phase of each Participant's Implementation	
SmartCare HIE / MCO Interface via FHIR Implementation	One-Time Fee associated with the implementation efforts to support specific variable modules selected by the Participant	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Disaster Recovery Implementation	One-Time Fee associated with the professional services to establish infrastructure within the cloud datacenter to support Disaster Recovery	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
SmartCare CalMHSA Package Subscription	The "SmartCare CalMHSA Package" is the primary subscription which includes: •Use of the EHR •Cloud Hosting of the Software/System (99.95% Up-Time) •CalMHSA Support of the System (Tier 1) •Contractor Support and Maintenance of the System (Tier 2)	For this initial Participant Agreement, these monthly fees will be initiated two months prior to the Implementation Phase assigned to the Participant. After Go-Live, additional subscriptions as requested by Participant will prompt an associated adjustment to the monthly fees. Subscription shall be invoiced monthly throughout the remaining term of the Participant Agreement. Payment of invoices are due within 30 days of receipt.
SmartCare Rx Prescribers Subscription	Integrated Surescripts Certified subscription based on individual prescriber, which allows users to prescribe medications to patients that can be electronically submitted, printed or faxed directly to the pharmacy.	
SmartCare HIE / MCO Interface via FHIR	Module to integrate with Health Information Exchange (HIE) or Managed Care Organization (MCO) to share client demographic and health information.	

Disaster Recovery Subscription	Disaster recovery subscription provides the infrastructure and as-needed services to assure Participant's ability to access to the Enterprise Health Record (EHR) after events like a natural disaster, cyber attack, etc. Disaster recovery relies upon the replication of data and computer processing in an off-premises location not affected by the disaster. With this subscription, should such an event occur, access to the EHR will be re-established within 4 hours with data loss not to exceed 15 minutes.	
SmartCare Add-On Hosting Storage Subscription	Subscription for 250 gigs of storage. Additional storage can be purchased as needed.	
Annual 3% Fee Increase - Subscription	All Subscription Fees will increase by 3% annually	

EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

Given current expected user growth, development and professional services related to future projects anticipated to be implemented within the term of this Agreement, a maximum total Participant Contingency Budget of **\$688,180** is also included and is defined as follows:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 19,662.28	\$ 19,662.28	\$ 19,662.28	\$ 19,662.28	\$ 19,662.28	\$ 19,662.28	\$ 19,662.28
Subscription Costs for Additional Modules	\$ 13,114.74	\$ 13,114.74	\$ 13,114.74	\$ 13,114.74	\$ 13,114.74	\$ 13,114.74	\$ 13,114.74
Discretionary Development Budget for Participant Specific Requirements	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19
Professional Services	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19	\$ 32,767.19
Total Amount by Fiscal Year	\$ 98,311.40	\$ 98,311.40	\$ 98,311.40	\$ 98,311.40	\$ 98,311.40	\$ 98,311.40	\$ 98,311.40
Total Participant Contingency Funds	\$ 688,180						