

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
EQRO AUDIT AND PIP SUPPORT
COVER SHEET

Fresno County ("Participant") desires to participate in the EQRO Audit and PIP Support ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program will also be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the current JPA-Business Associate Agreement executed by and between the parties. The Agreement is effective January 1, 2026, through December 31, 2026 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Obligations, Restrictions
Exhibit B	General Terms and Conditions

1. **Summary of Program:** This Program will support the Participant's Mental Health and/or Drug Medi-Cal Plans by managing activities relevant to the completion of the FY25/26 annual External Quality Review ("EQRO") Audit, including activities that support the live EQRO audit and activities that support submission of the federally required Performance Improvement Projects ("PIPs").
2. **Funding:** Participant will pay for the fixed fee Services selected by Participant as indicated in Exhibit B, Section V. Table 2. The total funding amount for this Agreement shall not exceed **\$41,300** and shall be due upon execution of this Agreement.
3. **Electronic Signatures:**
The parties agree that this Agreement may be executed by electronic signature as provided in this section. (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant:

Signed:  Name (Printed): Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors of the County of Fresno Date: 12/9/25

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Organization: 56302016 (\$41,300)

Account/Program: 7295

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

CalMHSA will support Participants in managing one or both of two essential activities, EQRO Audit Support and PIP support for those counties utilizing the CalMHSA SmartCare Electronic Health Record System. Table 1, below, includes a list of available Program offerings under this Agreement. Additional details for each Program offering are included below in the CalMHSA Obligations and Participant Obligations sections of Exhibit A.

Table 1:

Program Offering	Description	Cost/Number of PIPs
EQRO Audit Support	CalMHSA will support county plan(s) in preparing for and completing the FY25-26 External Quality Review (EQR) audits related to the SmartCare EHR. CalMHSA support will include identification and completion of the portions of the Information Systems Capability Assessment Tool (ISCAT) document best responded to by CalMHSA, and identification of those items best completed by county plan(s). CalMHSA will liaise with the EQR organization's team, as permitted, and identify subject matter experts who will participate in virtual audits, as invited by county plans. CalMHSA will support document resubmission and assist with responding to follow up questions, as needed. CalMHSA will submit front-end SmartCare screenshots on behalf of county plans to support Performance Measure validation for those that have also opted into the HEDIS PA.	Cost: \$41,300

Performance Improvement Projects*	Intentionally Omitted.	Intentionally Omitted.
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***RE: Performance Improvement Projects: Intentionally omitted.**

CalMHSA Obligations:

CalMHSA shall have the following obligations based on each Program offering purchased:

- A. EQRO Audit Support
 - 1. Submission Generation:
 - i. Complete the portion of the required EQR document submission relevant to CalMHSA support role for SmartCare EHR to county plan(s).
 - 2. Audit Session Participation
 - i. Participate in audit sessions as invited by the county plan(s) to address inquiries and provide support.
 - ii. Assist County Plan(s) with document re-submission as needed.
- B. Performance Improvement Projects
 - 1. Intentionally omitted.

Participant Obligations:

Participant shall have the following obligations based on each Program offering purchased:

- A. EQRO Audit Support
 - 1. Primary EQR Liaison
 - i. As the entity subject to EQR audit, the County Plan must take the lead in communicating and coordinating with the EQR unless otherwise agreed by the EQR.
 - 2. Data and Documentation Provision
 - i. Provide CalMHSA with all necessary documents and background information required for the development of audit reports.
 - 3. Audit Session Support
 - i. Attend audit sessions, inviting CalMHSA as needed.
 - 4. Post-Audit Collaboration
 - i. Provide CalMHSA with all necessary follow-up information to comply with post-audit resubmissions or other deliverables.
- B. Performance Improvement Projects
 - 1. Intentionally omitted.
- C. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

Program Restrictions:

- A. Timelines and technical requirements may need adjusting due to unique circumstances.
- B. HEDIS client level and/or event level data will not be provided to the participant under this Agreement.

EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this 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 County (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 offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including 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, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon three (3) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. Funds used to pay for completed deliverables, services rendered, upfront fees, fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to cost adjustment, after-completion review, restrictions or reversion (subject to applicable laws).

V. Fiscal Provisions. The total funding amount for the fixed fee Services selected by Participant as indicated in Table 2, below shall not exceed **\$41,300**.

CalMHSA will invoice Participant directly upon execution of this Agreement for the Services selected by Participant. Payment for all Services shall be made within 30 days of receipt of CalMHSA's invoice. Payments pursuant to this fixed price, delivery-based Services contract are not subject to cost adjustment, after-completion review, reversal or restrictions.

Table 2:

Program Offering	Cost	Number of PIPs	Participant Selection (Mark X to Select)
EQRO Audit Support	\$41,300	N/A	x
Performance Improvement Projects	Intentionally Omitted.	Intentionally Omitted.	
TOTAL		\$41,300	

VI. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. No Responsibility for Mental Health Services. 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.

VIII. Legal Disclaimer. CalMHSA is not providing legal advice in any capacity through and/or related to the Program. Any information, advice, consultation, etc. provided by CalMHSA related to the Program is not intended as legal advice and should not be construed or relied upon as such. Participant acknowledges and agrees that it is the sole responsibility of Participant to seek independent legal advice as needed.