# CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY PARTICIPATION AGREEMENT HEDIS PERFORMANCE MEASUREMENT MEASUREMENT YEAR 2025/REPORTING YEAR 2026

#### **COVER SHEET**

Fresno County ("Participant") desires to participate in the HEDIS Performance Measurement Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The Agreement is effective upon execution through December 31, 2029 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A Detailed Program Description, Requirements, Restrictions

☑ Exhibit B General Terms and Conditions

# 1. **Summary of Program**: CalMHSA is offering the following Program to Counties:

This is a multi-year Agreement to support counties in the calculation, reporting, and monitoring of Behavioral Health Accountability Set ("BHAS") measures under the Program. The Agreement will be amended annually to include new and/or updated reporting requirements for subsequent Measurement Years. Currently this Agreement only addresses the deliverables associated with Measurement Year 2025/Reporting Year 2026. Participants have the option of selecting a Simple or Enhanced deliverable bundle, as described below, depending on their county's needs.

## 2. **Funding**: The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$54,000. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt.

### 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): <u>Ernest Buddy Mendes</u>	
Title: Chairman of the Board of Supervisors of	f the County of Fresno	Date:	

# **Participation Agreement**

# **EXHIBIT A – Detailed Program Description, Obligations, Restrictions**

# **Detailed Program Description:**

The Program will support the Participant in meeting the BHAS Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year ("MY") 2025/Reporting Year ("RY") 2026.

This Agreement will be amended on an annual basis to add information regarding and/or Services related to future Measurement Years. In keeping with HIPAA and National Committee of Quality Assurance ("NCQA") HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after the Measurement Year in which the data is received. All data will be destroyed after it has been retained for six years.

# MY25/RY 26 Required BHAS Measures\*:

# Mental Health Plan ("MHP") Measures:

- Follow-Up After Emergency Department for Mental Illness ("FUM");
- Follow-Up After Hospitalization for Mental Illness ("FUH");
- Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics ("APP");
- Adherence to Antipsychotic Medications for Individuals with Schizophrenia ("SAA").

# Drug Medi-Cal Organized Delivery System ("DMC-ODS") Measures:

- Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence ("FUA");
- Pharmacotherapy of Opioid Use Disorder ("POD");
- Use of Pharmacotherapy for Opioid Use Disorder ("OUD");
  - SAMHSA is the measure steward.
- Initiation and engagement of Substance Use Disorder Treatment ("IET").

\*Please Note: CalMHSA will only calculate the measures that are required reporting for the Participant's Behavioral Health Plan.

### **Obligations:**

#### CalMHSA shall:

- Be certified as an NCQA-Certified Vendor for all NCQA MY 25 measures/RY 26.
- Produce HEDIS measures results based on MY 2025 specifications using data provided by the Participant.
- Accept required data files from Participant via secure file transfer.

 Complete all deliverables included with the purchase of a Simple for MY 2025/RY 2026 as detailed in Table 1, below.

- o For Participants utilizing SmartCare:
  - Extract relevant MMEF, MHP and DMC-ODS services and/or 837 claims data from SmartCare EHR.

	TABLE 1			
Included in the following Bundles:	Deliverables #	Deliverable Title	Description	
o Simple o Enhanced	1	MY25 HEDIS/RY 26 Audit Support	CalMHSA will apply certified logic to data provided by the Participant to calculate the required BHAS measures for annual EQRO audit deliverables and DHCS requirements. CalMHSA will produce and submit the following deliverables directly to the EQRO and will also share with the Participant:  • Preliminary and final rates via an aggregated Rate Reporting Template ("RRT")  • Member-level details ("MLD") files used for primary source verification. "MLD" files will also be shared directly with the county via secure file share.  • Back-end table screenshots of selected EQRO cases for primary source verification (front-end EHR screenshots are not included in this offering).	
<ul><li>Simple</li><li>Enhanced</li></ul>	2	MY25 HEDIS/RY26 Descriptive Analysis Report	CalMHSA will produce one annual report ("Descriptive Analysis Report") based on aggregated data including denominator and numerator details, including demographic stratification. This report will be released after the conclusion of the audit cycle (Deliverable 1).	
o Enhanced	3	Quarterly HEDIS Calculation	In addition to the reports generated during the annual audit cycle, CalMHSA will produce three quarterly reports that calculate rolling measurement year windows. These reports will also stratify measure performance by quarter. These reports will be provided via an excel quarterly trending report. Member-Level details will be included with the quarterly deliverables.	

# Participant shall:

o Provide required data for HEDIS analysis as described in the table below.

- For the highest percent data completion on Plan Data Feed, counties should submit monthly Plan Data Feed files.
- o Provide required data, including but not limited to, data from January 1, 2025, for HEDIS analysis.
- Submit files in the table below without a nested folder structure.
  - For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- Participants opting into either the Simple or Enhanced Options, submit data to CalMHSA to meet MY25/RY 26 deliverables as detailed in Table 2. The Department of Healthcare Services requires that Participants provide measure calculations for all Medi-Cal Eligible beneficiaries in the county that meet measure criteria, not just members served by county BHPs. Counties should continue to submit Plan Data Feed files but additionally will need to provide Managed Care Plan ("MCP") claims data and Pharmacy claims for the full Medi-Cal population. Participant data will include Monthly Medi-Cal Eligibility Files ("MMEF"), County BHP 837 claims, MCP claims data, and pharmacy claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay.
- Participants opting into the Enhanced Option, will submit data to calculate quarterly measures. This starts with the data sources and date ranges detailed in Table 2. Additionally, Participant will continue to submit more recent data to support updated quarterly calculations. The submission schedule for quarterly data reports will be shared with each Participant after the Agreement is executed. These reports will reflect performance over each measure's full measurement period but will lag by approximately three months to allow time for claims processing. For example, a report generated on July 15, 2026, will include data through March 31, 2026. CalMHSA will provide a due date for counties to submit data for inclusion in each quarterly report. Data submitted after the deadline will be included in the next quarter's report. Reports are updated retrospectively and may adjust past results for up to one full measurement period as new data is received. This means performance figures for the same quarter may change slightly in future reports if additional data is submitted later.
- Agree to be bound by the terms of the NCQA End User License Agreement ("EULA") available at <a href="https://wpcdn.ncqa.org/www-prod/wp-content/uploads/End-User-License-Agreement-Measure-Cert.pdf">https://wpcdn.ncqa.org/www-prod/wp-content/uploads/End-User-License-Agreement-Measure-Cert.pdf</a>. By signing this Agreement, Participant acknowledge that it has read, understood, and agrees to be bound by such EULA, including any updates thereto.
- Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 2 *			
	Data Description	Data Source	File Example
1	SUD Service Claims	837 claims files	DMH-##-837P-03302024-161.dat
2	MHP Service Claims		
3	MHP Plan Data Feed	Plan Data Feed	APCD.CDL.M202412.CNTY##.zip

4	SUDS Plan Data Feed	Files (APCD-CDL)	(includes CDL.MC & CDL.PC files).
			Monthly PDF files from January 2024 through May 2026.
5	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT
6	MCP 837 Claims	Direct from Managed Care Plan(s)	837.dat files
7	Pharmacy Claims	To be determined.	To be determined.
	## is for the county id number		

<sup>\*</sup>MY25 Data Time Period: Services & eligibility data from January 1, 2024 through December 31, 2025. Under this PA, counties may submit data outside of this date range, in order to prepare for MY26 calculations.

# **Program Restrictions:**

o Timelines and technical requirements may need adjusting due to unique circumstances.

# Participation 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. <u>CalMHSA</u> 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. <u>Member</u> A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. <u>Participant</u> Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. <u>Program</u> 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 six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. Participant may withdraw from the Program and terminate the Agreement effective immediately upon any material change to the NCQA EULA that materially and adversely affects Participant's rights or obligations under this Agreement, as reasonably determined by Participant and confirmed in good-faith discussion with CalMHSA. In such event, CalMHSA shall cease providing Services as of the effective date of withdrawal.
- C. 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.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.
- V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of \$54,000. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Deliverable Bundle	Cost	Select Bundle with X
DMC-ODS/MHP Simple Bundle	\$54,000.00	х
DMC-ODS/MHP Enhanced Bundle	\$81,000.00	
Total	\$54,000.00	

#### VI. Indemnification.

**A. 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.

B. 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.

#### VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 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 relevant party's receipt.

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

#### If to CalMHSA:

Name: Brandon Connors Position: Director of Contract

Management & Legal Counsel

Address: 1610 Arden Way, Suite 175 Telephone: (888) 210-2515

Sacramento, CA 95815

Email: brandon.connors@calmhsa.org

CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

### If to Participant:

Name: Susan Holt, LMFT Position: Director of Behavioral Health

Address: 1925 E. Dakota Ave. Fresno, CA 93726 Telephone: (559) 600-9058

Email: sholt@fresnocountyca.gov

CC Email to Name: Elizabeth Thomas, Sr. Staff Analyst Email: ethomas@fresnocountyca.gov

# PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF FRESNO AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No.: 11602-FC-QM-25\_26

Term: Effective upon execution though December 31, 2029

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000 Organization: 56306001 (\$54,000)

Account/Program: 7295