16134-SK-QAQI-26_27
QA/QI Analytics
Siskiyou County
July 1, 2026

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
QA/QI ANALYTICS PROGRAM

COVER SHEET

Siskiyou County ("Participant") desires to participate in the QA/QI Analytics 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 on July 1, 2026, through December 31, 2027 ("Term") and will renew automatically. The following exhibits are attached and form part of this Agreement:

- ☑ Exhibit A Detailed Program Description, Requirements, Restrictions
- ☑ Exhibit B General Terms and Conditions
- ☑ Attachment A Order Form
  - Exhibit A-1 Additional Purchases Description and Payment Terms

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

This Program will support the Participant's Mental Health and/or Drug Medi-Cal Plans through specified audit, performance improvement, and analytic activities designed to address quality assurance, performance improvement and regulatory compliance requirements. Services include technical assistance, utilization management and review, and the implementation of dashboarding and reporting tools to enhance data-informed decision making.

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

Participant will pay a fixed fee for Services delivered in the total amount of $121,805.14 to cover all Services under the project period as identified in Table 2 and will pay a fee of $1,440.00 to cover any new User Licenses purchased through December 31, 2027, as depicted in Table 3. CalMHSA will invoice Participant directly for the Services. The total amount of funding under this Agreement is not to exceed $123,245.14.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date:_____

Participant: SISKIYOU COUNTY

Signed: _____ Name (Printed): Ray A. Haupt

Title: Board of Supervisors Chair Date: _____

Signed: _____ Name (Printed): F. Dean Morgan

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Sarah Collard, Ph.D.

Title: HHSA Director Date: _____

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

CalMHSA will support Participants in managing the activities identified in Table 1, below. Additional details for each Program offering are included below in the CalMHSA Obligations and Participant Obligations sections of Exhibit A.

Table 1:

Item Number	Program Offering	Description	Cost
1	Compass Dashboards	CalMHSA will support participating counties by creating, enhancing, and maintaining a suite of county-specific dashboards that transform PHI-rich SmartCare electronic health record data into actionable insights. These dashboarding tools will strengthen counties' analytic capabilities by aggregating and visualizing data at multiple levels—from system-wide trends to individual client outcomes—enabling more informed decision-making, improved program oversight, and data-driven service delivery.	Cost: $36,777.51
2	Policy Implementation Support	Under the Policy Implementation Support component of this program offering, CalMHSA will monitor and evaluate current and newly issued Behavioral Health Information Notices (BHINs) and related state behavioral health policy initiatives, identifying and prioritizing high-impact topics affecting county operational, financial, programmatic, and managed care administration functions. CalMHSA may also leverage insights and trends identified through Compass dashboard data and cross-county analytics to identify areas of operational opportunity, emerging compliance considerations, and	Cost: $34,417.63

		continuous quality improvement needs. Using policy monitoring, data-informed analysis, or a combination of both, CalMHSA will provide implementation and strategic guidance for six (6) policy and operational focus areas, translating requirements, trends, and performance insights into clear, actionable recommendations within SmartCare. Counties that purchase this offering will also receive access to the six policy playbooks and associated dashboards developed under the prior 25/26 Participation Agreement.	
3	DHCS Compliance Audit Preparation and Response	CalMHSA will provide technical assistance and guidance to county behavioral health plans in preparation for and response to DHCS compliance audits for Specialty Mental Health Services (SMHS), Substance Use Disorder (SUD), and Substance Use Disorder Block Grant (SUBG) and Mental Health Block Grant (MHBG) programs. Support will span the full audit lifecycle, from audit readiness and planning through audit review and Corrective Action Plan (CAP) development and submission. CalMHSA's role is advisory and supportive and does not include the preparation or submission of audit materials on behalf of counties. CalMHSA will support counties through gap assessments; review and feedback on county-prepared materials; participation in audit meetings as appropriate; and guidance to support CAP development and resolution of potential compliance concerns. CalMHSA will provide an Audit Readiness Guide (Audit 101) to	Cost: $22,330.00

		support audit preparation and expectations and will meet regularly with counties throughout the audit process to support timelines and readiness. CalMHSA will also provide a SmartCare EHR audit support guide to assist counties in identifying effective approaches to extracting data from SmartCare in response to DHCS audit requests. This deliverable includes support for one (1) audit per audit type under the Agreement term (e.g., one SUBG audit, one MHBG audit, one SMHS compliance audit). Additional audits of the same type will require an Amendment with CalMHSA to cover associated costs.	
4	Chart Review Tools and Technical Assistance	CalMHSA will develop and provide standardized chart review tools to support compliance and quality monitoring activities. This will include one chart review tool focused on outpatient Specialty Mental Health Services and one chart review tool applicable to all Substance Use Disorder (SUD) services. In addition to the tools, CalMHSA will provide companion training materials, including PowerPoint-based trainings and a companion guide for each chart review tool that provides detailed, in-depth instruction on the structure, use, and application of the tools. CalMHSA shall provide up to a maximum of five (5) hours of chart-review-focused technical assistance, to be delivered during the Agreement term. Technical assistance topics must be determined by the county and may include tool application, interpretation of findings, or general best practices related to compliance and quality-focused chart reviews.	Cost: $24,391.40

		This Agreement includes the development and provision of one (1) Specialty Mental Health Services (SMHS) chart review tool and one (1) Substance Use Disorder (SUD) chart review tool. The development of additional tools is not included. However, during the Agreement term CalMHSA will, at its discretion, issue updates or corrections to the tools to address errors or reflect changes in applicable state guidance.	
5	FY 26/27 EQR Audit Support	CalMHSA will support county plan(s) in preparing for and completing the FY26-27 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: $23,730.00

6	FY 26/27 Performance Improvement Projects*	CalMHSA will support county plan(s) in meeting FY26/27 EQR PIP requirements by providing regular PIP coaching and consultation around using QI tools and strategies to support PIP progress. CalMHSA will support county plans with drafting required EQR PIP submissions and resubmissions as needed. CalMHSA will provide data support, including: calculating MY26 performance indicator rates; providing consultation around measures to monitor intervention effectiveness; assistance with interpreting and applying HEDIS measure descriptive analysis reports to PIPs, as applicable. CalMHSA support under this scope of work applies to federally required Performance Improvement Projects (PIPs) for Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans per 42 C.F.R. § 438.330(b)(1) and (d)(1).	Cost: $50,610.00 Number of PIPs: 2

***RE: Performance Improvement Projects: HEDIS-based PIP support is only available to county plans that are also participating in the CalMHSA Quality Measures and Performance Improvement Program for Measurement Year (MY) 2026. County plans that are not participating in the CalMHSA Quality Measures and Performance Improvement Program may opt in to PIP-support for those PIPs that have topics other than improving HEDIS outcomes. For county plans approved by DHCS to complete a nonclinical PIP on a non-state-mandated topic, any data support relying on SmartCare EHR data may only be provided if the necessary data can be accessed by CalMHSA through an EHR query.**

CalMHSA Obligations:

A. Compass Dashboards
   1. Provide Participant with 3 Complimentary PowerBI User Licenses (User Licenses).*
   2. Build and publish new dashboards and maintain/enhance existing dashboards as appropriate using Participant SmartCare data. Dashboard topics pertain to member-level and network-level insights, highlighting services, operations, and fiscal information.
   3. At the time of onboarding, train and orient Participant staff with user access privileges in dashboard navigation and utilization. Additional training may be offered as needed or by Participant request.

4. Provide consultation to users to support their access to and utilization of the dashboards.
5. Oversee Participant User License access within each county.

B. Policy Implementation Support
   1. Evaluate current and newly issued Behavioral Health Information Notices (BHINs) and related state behavioral health policy initiatives and/or leverage insights and trends identified through Compass dashboard data to identify high-impact topics affecting county operational, financial, programmatic, and managed care administration functions.
   2. Provide implementation and strategic guidance for six (6) policy and operational focus areas, translating requirements, trends, and performance insights into clear, actionable recommendations within SmartCare and assist with operational adoption, workflow alignment, implementation execution, data-informed decision-making, and ongoing monitoring to support continuous quality improvement.
   3. Develop and make available on a CalMHSA platform, any applicable trainings and resources for county behavioral health staff.
   4. Fulfill the following obligations related to Compass Dashboards access and maintenance:
      i. Provide Participant with 3 Complimentary PowerBI User Licenses (User Licenses).*
      ii. Build and publish new dashboards and maintain/enhance existing dashboards as appropriate using Participant SmartCare data. Dashboard topics pertain to member-level and network-level insights, highlighting services, operations, and fiscal information.
      iii. At the time of onboarding, train and orient Participant staff with user access privilege in dashboard navigation and utilization. Additional training may be offered as needed or by Participant request.
      iv. Provide consultation to users to support their access to and utilization of the dashboards.
      v. Oversee Participant User License access within each county.

C. DHCS Compliance Audit Preparation and Response
   1. Pre-Audit Preparation
      i. Review audit-related documents and guidance provided to county plan(s) by DHCS related to SMHS, SUD, and SUBG audits,
      ii. Conduct an initial, advisory-level review of current documentation processes and practices to support audit readiness.
      iii. Develop a brief report highlighting potential areas of risk, including recommendations for addressing identified concerns.
      iv. Review and provide feedback on draft documents prepared by the county for submission to DHCS.
   2. Audit Coordination
      i. Support coordination efforts by advising county plans on engagement with internal teams and DHCS auditors, as appropriate

ii. Provide guidance to support audit timelines and sequencing of audit preparation activities.
iii. Participate alongside the county plan, as appropriate, in the initial and closing audit conferences.

3. Audit Response
    i. Support effective communication by advising county staff on responses to auditor questions and requests.
    ii. Review and provide feedback on documentation prepared by the county for submission to auditors, to the extent permitted.
    iii. Provide guidance to support accuracy and completeness of county-prepared materials.
    iv. Assist county plans in tracking and responding to auditor requests and inquiries.
    v. Identify and discuss strategies for addressing issues or discrepancies identified during preliminary reviews and audit findings.
    vi. Support the county plan by providing guidance, review, and technical assistance in the development of written responses and Corrective Action Plans (CAPs).

D. Chart Review Tools and Coaching
1. Development of Chart Review Tools:
    i. Develop standardized chart review tools to support compliance with regulatory requirements and applicable state guidance, including Behavioral Health Information Notices (BHINs). This will include one chart review tool focused on outpatient Specialty Mental Health Services and one chart review tool applicable to all Substance Use Disorder program types.
    ii. Chart review tools will be designed to be user-friendly, align with industry best practices, and support consistent application of regulatory and state guidance.
    iii. Make chart review tools accessible for county use.
    iv. Update chart review tools as needed to reflect changes in applicable state guidance, including BHINs.
2. Training on Chart Review Tools:
    i. Develop training materials, including PowerPoint-based trainings and a companion guide, covering the use and application of the chart review tools.
    ii. Training materials shall be accessible for county use.
3. Technical Assistance:
    i. Offer up to five (5) hours of chart review–focused technical assistance to be utilized by June 30, 2027.
    ii. Technical assistance sessions will be conducted via Zoom or another live virtual platform as necessary.
    iii. Technical Assistance topics must be determined by the county and may include topics such as application of the tools or general best practices related to compliance and quality chart reviews.

E. EQR 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).
        ii. Complete and submit front-end screenshots on the counties behalf in order to support Performance Measure Validation.
        iii. Assist County Plan(s) with document and front-end screenshot re-submission as needed.
    2. Audit Session Participation
        i. Participate in audit sessions as invited by the county plan(s) to address inquiries and provide support.

F. Performance Improvement Projects
    1. PIP Coaching
        i. Provide PIP coaching meetings with county plan QI teams to discuss PIP development and implementation to support completion of EQR PIP submission forms (Steps 7 and 8, Intervention Worksheets, and updates to Steps 1-6 as needed).
        ii. Provide consultation to county plans on how to utilize quality improvement (QI) strategies and tools to support PIP progress (e.g., intervention design, testing, evaluation, refinement).
    2. PIP Writing Support
        i. Assist county plans with drafting required EQR PIP submission forms based on county plan input and results of local implementation efforts (Steps 7 and 8, Intervention Worksheets, and updates to Steps 1-6 as needed).
        ii. Assist county plans with EQR PIP resubmission requirements as needed.
        iii. Assist county plans with drafting DHCS-required QHE Workplan A3 submission templates only when they relate directly to a HEDIS clinical PIP supported under this Scope of Work.
    3. Data Support
        i. Provide consultation to county plans on selecting measures to monitor intervention effectiveness during testing.
        ii. Provide consultation about how county plans may be able to leverage existing data sources (e.g., SmartCare reports or list pages, dashboards) for monitoring intervention effectiveness measures.
        iii. Calculate county plan's MY2026 performance indicator rate (numerator, denominator, percentage) for the following state-mandated PIP topics, as defined by the EQR: Nonclinical PIPs (Peers, Timeliness) and Clinical HEDIS PIPs (FUA, FUM, POD, SAA).
            1. Note for nonclinical PIPs: CalMHSA will use the methodology developed by CalMHSA for MY2025 baseline PIP indicator calculations. Calculation

of performance indicators is contingent on complete county plan data being accessible in SmartCare via a standardized data query. For Timeliness PIPs, data must be accessible in the applicable SmartCare Timeliness Records.

2. Note for HEDIS PIPs: Calculation of performance indicators will be completed under the county plan's MY2026 HEDIS participation agreement with CalMHSA.
3. Note for non-state-mandated PIPs approved by DHCS: Calculation of the county plan's performance indicator is contingent on data being accessible in SmartCare via report query

iv. CalMHSA data subject matter experts (SMEs) will join periodic existing PIP consultation meetings to review HEDIS measure descriptive analysis reports to support interpretation and application to PIPs, if relevant.

Participant shall:

A. Compass Dashboards
   1. Identify two authorized staff members to receive dashboard access and provide CalMHSA the user's current contact information including the user's first name, last name, e-mail address, and level of dashboard access. Only authorized staff members will be able to assign and re-assign User Licenses across Participant staff.
   2. Participate in CalMHSA training and consultation sessions relevant to the Program, and on an as needed basis.
   3. Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement.
   4. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org or the form linked within the dashboards.

B. Policy Implementation Support
   1. Assign a county plan liaison to facilitate communication on policy playbooks and related training opportunities.
   2. Implement changes to County plan(s)'s internal staff workflows that align with new policies.
   3. Facilitate staff participation in training.
   4. Distribute and communicate policy changes and updates and provide support to Participant's network providers.
   5. If Participant purchases Compass Dashboards:
      i. Identify a minimum of two authorized staff members to receive dashboard access and provide CalMHSA the user's current contact information including the user's first name, last name, e-mail address, and level of dashboard access. Only authorized staff members will be able to assign and re-assign User Licenses across Participant staff.

ii. Participate in CalMHSA training and consultation sessions relevant to the Program, and on an as needed basis.
iii. Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement.

C. DHCS Compliance Audit Preparation and Response
1. Pre-Audit Preparation
i. Provide CalMHSA written notice within three (3) business days of DHCS providing Participant an audit notice.
ii. Collaborate with CalMHSA and provide documents necessary to conduct an initial review of current documentation practices and processes.
2. Audit Coordination:
i. Coordinate with CalMHSA on requests by DHCS for audit documentation submission.
ii. Ensure timelines are met and ensure all audit preparation activities are completed on schedule.
3. Audit Response
i. Ensure smooth communication between auditors and staff.
ii. Ensure accuracy and completeness of submitted materials.
iii. Coordinate with CalMHSA to assist in managing auditor requests, inquiries and to address any issues or discrepancies identified during the audit.
iv. Implement recommended strategies for corrective action plans and monitor progress.
v. Review the final written response to audit findings.

D. Chart Review Tools and Technical Assistance
1. Technical assistance
i. Participants are responsible for identifying and submitting topics to CalMHSA in advance of scheduling. Sessions will be scheduled once topics are received from the participant.
ii. Ensure that staff are informed about technical assistance opportunities and open to receiving and providing feedback during the sessions.
iii. Identify and ensure staff participation in training modules and technical assistance sessions.

E. EQR 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.
ii. The Participant must designate a point of contact to coordinate with CalMHSA staff.
2. Data and Documentation Provision

i. Provide CalMHSA with all necessary documents and background information required for the development of audit reports.
ii. Provide CalMHSA (via a PHI-safe method) with case selections requiring front-end screenshots for Performance Measure Validation.

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.

F. Performance Improvement Projects
   1. Identify staff person responsible for leading the county plan's PIP implementation. County plan will provide PIP liaison name/contact information and inform CalMHSA of changes to responsible PIP liaison.
   2. Participate actively in the development of all stages of the PIP process in collaboration with CalMHSA.
   3. Lead local implementation of all PIP activities and document efforts.
   4. Review and provide feedback on CalMHSA's drafts of PIP submission forms. Submit the county plan's final submission forms per EQR requirements.
   5. Provide CalMHSA with all necessary information to comply with EQR PIP resubmission requests or other deliverables.
   6. Submit any supplemental data and/or documents to support the development of PIPs. This may include, but is not limited to, recommendations from EQRs, County surveys, stakeholder feedback, etc.

G. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

H. Disseminate all communications regarding the Program internally to the appropriate stakeholders within Participant's county.

I. Data Privacy and Security
   1. Ensure compliance with applicable privacy laws and the terms of the Business Associate Agreement executed between the Parties.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.
- **Complimentary User Licenses*:** All counties participating in the Semi-Statewide Electronic Health Record Program are granted a set number of complimentary User Licenses. These complimentary licenses are organization-wide and can be used for any program hosted by CalMHSA. If a Participant has already claimed their complimentary User Licenses, they will not be granted additional complimentary licenses outside of their allocated amount of User Licenses. Additional User Licenses can be purchased by the Participant if required as noted in Section V.

- Participant may choose to use their own commercial PowerBI User Licenses if applicable. CalMHSA will not provide any administrative or technical support related to PowerBI licenses not purchased through CalMHSA.
- HEDIS client level and/or event level data will not be provided to the participant under this Agreement.

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. 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 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. 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. 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 $121,805.14 to cover all Services under the project period as identified in Table 2 and will pay a fee of $1,440.00 to cover any new User Licenses purchased through December 31, 2027, as depicted in Table 3. CalMHSA will invoice Participant directly for the Services. The total amount of funding under this Agreement is not to exceed $123,245.14.

Item Number	Program Offering	Cost	Participant Selection (Mark X to Select)
1	Compass Dashboards	$36,777.51	X
2	Policy Implementation Support	$34,417.63	X
3	DHCS Compliance Audit Preparation and Response	$22,330.00	
4	Chart Review Tools and Technical Assistance	$24,391.40	
5	FY 26/27 EQR Audit Support	$23,730.00	
6	FY 26/27 Performance Improvement Projects	$50,610.00	X
Total Cost		$121,805.14	

Participant may choose to cover the cost of any User Licenses purchased through CalMHSA. The License Fee amount of $240 per unique User License represents the per-license cost for fiscal year 2026. User Licenses will renew automatically on an annual basis beginning on July 1, 2027. User Licenses cost will be pro-rated if the current license end date is less than 12 months long. If a Participant wishes to cancel a User License subscription, Participant will need to provide CalMHSA a thirty (30) day advance notice via email. In the event Microsoft increases the annual cost per license in subsequent years, these costs will be passed on to the Participant and increased accordingly. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Post-Execution User Licenses Purchasing: Participants may choose to purchase User Licenses via Attachment A -Order Form after Agreement execution. In order to utilize this option, your authorized staff member must notify CalMHSA via email at ManagedCare@calmhsa.org.

Table 3			
Item	Cost	Number of Licenses	Total
PowerBI User License	$240/per user license per year	6	$1,440.00

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.

IX. **Confidentiality.** During performance of this Agreement, information and data of a confidential or proprietary nature may be disclosed to the Participant. Such information which is disclosed by CalMHSA to Participant, its employees, or its subcontractors during the Term and which is

not available in the public domain, already known by the Participant, or independently developed by the Participant (hereafter referred to as "Confidential Information"), shall be considered by Participant as confidential in nature. Participant agrees to accept such data in confidence, to not disclose such data to others, to comply with all applicable state and federal laws, including all laws governing the confidentiality of patient information and health records, and to refrain from using such data for purposes other than those permitted by the Agreement. Participant shall be governed by all statutory guarantees of client confidentiality in handling any documents related to specific clients. Participant may engage in activities with CalMHSA and counties, cities, or other regions to share data for the coordination of public presentations and other purposes as deemed appropriate and acceptable by both parties. Participant shall use Confidential Information only for internal purposes which are directly related to the duties set out in this Agreement. In the absence of any written consent by CalMHSA, Participant agrees to use all reasonable and practicable efforts to prevent disclosure of Confidential Information to third parties. It is understood that this obligation of confidentiality shall not apply to information that (a) is already in Participant's possession at the time of disclosure thereof, (b) is or later becomes part of the public domain through no fault of Participant, (c) is received by Participant from a third party having no obligations of confidentiality to CalMHSA, (d) is independently developed by Participant, or (e) is required by law or regulation to be disclosed. Upon expiration or early termination of this Agreement, Participant shall, at CalMHSA's sole discretion, destroy or otherwise dispose of the confidential information subject to this Section. Participant must agree to all confidentiality requirements set forth above prior to commencing work under this Agreement.

X. **Intellectual Property.** Participant hereby assigns ownership of all nonproprietary data, documents, and reports produced under this Agreement ("works") to CalMHSA. Participant agrees to cause its agents and employees to execute any documents necessary to secure or perfect CalMHSA's legal rights and worldwide ownership in such materials, including documents relating to patent, trademark and copyright applications. Participant is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards.

Notwithstanding the foregoing, Participant's Intellectual Property ("Participant IP") that pre-exists this Agreement shall remain the sole and exclusive property of Participant. Participant shall not incorporate any Participant IP into the works prepared pursuant to this Agreement that would limit CalMHSA's use of the works without Participant's written approval.

To the extent that Participant incorporates any Participant IP into the Works, Participant hereby grants to CalMHSA a non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use and reproduce the Participant IP to the extent required to utilize the works solely in connection with Participant's use of the deliverable works. Participant acknowledges and agrees that, notwithstanding any provision herein to the contrary, CalMHSA's Intellectual Property ("CalMHSA IP") in the information, documents and other materials provided to Participant shall remain the sole and exclusive property of CalMHSA, and CalMHSA grants to Participant a non-exclusive, royalty-free, non-transferable license to use and reproduce CalMHSA IP solely for the purposes of performing its obligations under this Agreement. Any information, documents or materials provided by CalMHSA pursuant to this

Agreement and all copies thereof (including Confidential Information) shall upon the earlier of CalMHSA's request or the expiration or termination of this Agreement be returned to CalMHSA, unless retention is permitted or required by the Agreement.

XI. 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 Sacramento, CA 95815 Email: brandon.connors@calmhsa.org	Telephone: (888) 210-2515
CC Email to Name: Randall Keen, Manatt	Email: RKeen@manatt.com

If to Participant:

Name: Dr. Sarah Collard, Ph.D.	Position: Health and Human Services, Agency Director
Address: 2060 Campus Drive Yreka, California 96097 Email: scollard@co.siskiyou.ca.us	Telephone: (530) 841-4802
CC Email to Name: Alora Sutcliffe	Email: asutcliffe@co.siskiyou.ca.us

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date:_____

_____
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: California Mental Health Services

Date:_____

_____
Dr. Amie Miller, Psy.D., MFT

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D.: On File

ACCOUNTING:

Fund	Organization	Account	Total
2122	401030	723000	$121,805.14
2122	401030	723700	$1,440.00

Encumbrance number (if applicable): E2600276

If not to exceed, include amount not to exceed: $123,245.14

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Attachment A

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
ORDER FORM NO. [Order form number]
QA/QI ANALYTICS PROGRAM

This Order Form No. [Order form number] is a contract by and between the California Mental Health Services Authority ("CalMHSA") and [County Name] ("Participant").

CalMHSA and Participant entered into Participation Agreement No. [PA Contract #]-Compass-[PA Date]-[County Abrv] executed on [PA Date, written out. Example February 20th 2025] (the "Participation Agreement").

Participant intends to purchase additional components, modules and/or services ("Additional Purchases") as specified below. CalMHSA and Participant agree to incorporate the Additional Purchases and corresponding Committed Funding modifications as follows:

ADDITIONAL PURCHASES:

This Order Form No. [Order form number] incorporates Additional Purchases totaling **[Total Cost of purchases]** in additional Committed Funding. Payment terms for each Additional Purchase can be found in Exhibit A-1, below.

The Additional Purchases include:

1. [Brief description of purchase. This fee is a one-time charge to be invoiced upon execution of this Order Form No. [Order form number].

In the event that the Additional Purchases made through this Order Form cause Participant to exceed the Maximum Funding amount stated in Participant's Participation Agreement, Participant acknowledges that it remains solely responsible for payment for all Additional Purchases made and agrees to work with CalMHSA to amend the Participation Agreement as necessary to increase the Maximum Funding amount to account for the increased Committed Funding.

METHOD OF PAYMENT:

Participant agrees to pay for the Additional Purchases described above utilizing the following method of payment (place an "X" next to the desired method below):

- _____ Credit Card
  - Participant shall pay via credit card using a hyperlink provided by CalMHSA.

- _____ Invoice
  - Participant shall pay upon receipt of an invoice sent by CalMHSA.

EXHIBIT A-1 – ADDITIONAL PURCHASES DESCRIPTION AND PAYMENT TERMS

The table below describes the Additional Purchases incorporated by this Order Form No. [Order Form Number], effective as of the date of execution of this Order Form No. [Order Form Number]. The Additional Purchases listed are in addition to those included in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. [Order Form Number].

Description	Fee Type Description	Payment Term
CalMHSA will purchase and maintain commercial PowerBI user licenses on behalf of the Participant to support the Compass Program. Participant will designate the number of User Licenses to be purchased for their county in addition to the amount allocated stated in Exhibit A, Table 3 of the Agreement via this Order Form.	$240.00 per user license per year or $__ for X amount of months.	CalMHSA will invoice Participant directly for the total cost of User Licenses purchased by Participant. Payment for all User Licenses shall be made within 30 days of receipt of CalMHSA invoice for the Services. Payments pursuant to the purchase of the User Licenses are not subject to cost adjustment, after-completion review, reversal or restrictions. CalMHSA will not refund Participant for any unused User Licenses purchased by Participant.

Scope of Work

[Enter scope of work.].

All other terms or provisions in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. [Order Form Number], not cited herein, shall remain in full force and effect.

CalMHSA

Signed: Name (Printed):

Title: Date:

Participant:

Signed: Name (Printed):

Title: Date: