



December 9, 2025

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED PARTICIPATION AGREEMENT WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
TO PARTICIPATE IN THE EXTERNAL QUALITY REVIEW AUDIT AND THE PERFORMANCE
IMPROVEMENT PROJECT SUPPORT PROGRAM
(Fiscal Impact: \$41,300; State/Federal; Budgeted; Discretionary)**

Behavioral Health and Recovery Services (BHRS) requests the approval of an Agreement with California Mental Health Services Authority (CalMHSA) effective January 1, 2026 through December 31, 2026 to participate in the External Quality Review Audit (EQRO) and the Performance Improvement Project (PIP) Support Program in a total amount not to exceed \$41,300.

California Counties under the authority of Government Code section 6500 et seq. formed the California Mental Health Services Authority. CalMHSA is authorized by its Joint Exercise of Powers Act to jointly develop and fund mental health services under Division 5 of the California Welfare and Institutions Code.

Under this proposed Agreement, CalMHSA will support Kern County by preparing for and completing the Fiscal Year 2025/2026 External Quality Review (EQRO) audit related to the SmartCare Electronic Health Record system, assisting with documentation and data analysis, and acting as a liaison with audit teams to help ensure compliance and quality improvement in mental health and drug Medi-Cal plans.

This Agreement has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that the Board approve the Agreement with the California Mental Health Services Authority to participate in the External Quality Review Audit and the Performance Improvement Project Support Program January 1, 2026 through December 31, 2026 in a total amount not to exceed \$41,300 and authorize the Chairman to sign.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Alison Burrowes".

Alison Burrowes, MA, LCSW
Director

cc: County Administrative Office
County Counsel
Auditor-Controller-County Clerk

CF:



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

Kern 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 Medical 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 **\$41,300.00** and shall be due upon execution of this Agreement.

Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: 10/15/2025

Participant:

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/ CAO Date: _____

Signed: Kyle W. Holmes Name (Printed): Kyle W. Holmes

Title: County Counsel Date: 10/8/2025

Signed: Alison Burrowes Name (Printed): Alison Burrowes

Title: Director of Behavioral Health Date: 10/8/2025

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

<p>Performance Improvement Projects*</p>	<p>CalMHSA will support county plan(s) in meeting FY25/26 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 MY25 baseline 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.</p> <p>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). CalMHSA support does not apply to other quality or performance improvement projects, such as those mandated by DHCS as part of a Corrective Action Plan for quality performance measures.</p>	<p>Cost: \$90,300 Number of PIPs: 4</p>
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***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) 2025. 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 necessary data can be accessed by CalMHSA through an EHR query.**

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

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

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. 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.

- 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.

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- 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 **\$41,300.00**.

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	\$90,300	4	
TOTAL		\$41,300.00	

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

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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.