

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

**PARTICIPATION AGREEMENT FOR THE ORANGE COUNTY BEHAVIORAL HEALTH TRANSFORMATION INNOVATION PROJECT PART II**

1. THIS PARTICIPATION AGREEMENT is entered into on \_\_\_\_\_ by and between the California Mental Health Services Authority ("CalMHSA") and the County of Orange, a political subdivision of the State of California, through the Health Care Agency, Behavioral Health Services Division; ("Participant") for participation in the Mental Health Services Authority Innovation Program ("Program").


2. 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 Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C Project Budget

3. The term of the Program is **January 21, 2020** through **June 30, 2022**.

4. Authorized Signatures:

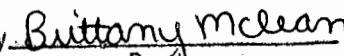
**CalMHSA**

Signed:  Name (Printed): John E. Chaquica, CPA, MPA, ARM  
 Title: Interim Executive Director Date: 12/9/19

**Participant: Orange County**

Signed: \_\_\_\_\_ Name (Printed): Jeffrey A. Nagel  
 Title: Deputy Agency Director Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By:   
 Deputy  
 Date: 12/12/19

*Orange County Participation Agreement*

**EXHIBIT A  
PROGRAM DESCRIPTION**

**I. Name of Program – Orange County Behavioral Health System Transformation Innovation Project Part II**

**II. Program Overview**

The Innovation project seeks to align local organizations to create a comprehensive and dynamic cross-sector resource directory that offers an optional guided search option. CalMHSA perform the overall administrative oversight and will contract with vendors to develop a digital resource navigator tool and conduct an overall project evaluation.

**III. Digital Resource Navigator**

The proposed electronic directory will give providers direct access for updating their program information online, as often as needed, without having to rely on a webmaster or other agent acting on their behalf, so that the directory remains current. The ability to access the system to make provider edits will be based on user permissions. An optional electronic Social Determinants Survey will also be developed so that individuals who are unsure of how to begin a search independently can receive computer-assisted guidance towards resources that are filtered and prioritized based on their reported needs. The Digital Resource Navigator will be built with through a participatory development approach to ensure it is tailored to our community needs.

The scope of work for the Digital Resource Navigator is as follows:

- Assist in identifying stakeholders to include in local planning meetings
- Conduct local planning meetings with stakeholders in order to gather input on the features, resources, and visual design of the Digital Resource Navigator.
- Outline the scope of directory, which will include the nature and types of services from the public, private and non-profit sectors that will be included.
- Identify the phases of roll out and the specific service types to be included in each phase.
- Outline directory features, including real-time provider updates and consumer reviews
- Create an optional social determinants survey, developed in collaboration with stakeholder input.
- Provide progress updates to Orange County Stakeholders and the MHSOAC
- Build the digital resource directory
- Beta test and revise the directory and the social determinants survey.
- Deploy the digital resource directory and social determinants survey.
- Deployment will begin with a small-scale pilot and gradually expand in scope through later phases until it is available to all Orange County residents.

**IV. Evaluation**

The Behavioral Health System Transformation Innovation project strives to foster transformation of the behavioral health system by 1) aligning legal, fiscal and regulatory requirements across the public and private sectors and 2) by aligning local organizations' service navigation structure. Due to its focus on identifying methods to change processes and integrate policies across the public and private sectors, this project will utilize a formative evaluation. CalMHSA shall contract with an evaluator, with Orange County approval, to perform the following scope of work.

- Incorporate a participatory strategy to identify ways to engage a diverse group of community stakeholders successfully and elicit meaningful participation, guidance and feedback.
- Collect data at all phases of execution to identify influences on the progress and/or effectiveness of project implementation.
- Facilitate focus groups, interviews, observational studies, and surveys of stakeholders, subject matter experts and meeting participants, to identify successful and unsuccessful strategies employed throughout the various project activities, including inter-agency and inter-departmental meetings and workgroups.
- Provide continuous feedback and recommendations to the County and contracted providers as appropriate to improve project implementation.
- Assess whether the proposed course corrections were adopted by staff and/or effective.

**EXHIBIT B  
GENERAL TERMS AND CONDITIONS**

**I. Definitions**

The following words 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. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. 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 for, among other things, PEI Programs.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in Exhibit A.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Act as fiscal and administrative agent for Project.
  - 2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 4. Submit plans, updates, and/or work plans for review and approval by Participant representative.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Provide funds for the Program as specified in Exhibit C at the beginning of each fiscal year identified in Exhibit C, Project Budget.
  - 2. Identify a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.

3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

### **III. Duration, Term, and Amendment**

- A. The intention of the Program is to continue as long as Participant and other participants wish to act together to conduct Innovation projects. However, the obligation of Participant to pay funds is limited to the periods and amounts stated in Exhibit C, Project Budget.
- B. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and Participant, expressed in writing and signed by authorized representatives of both parties.
- C. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

### **IV. Withdrawal, Cancellation and Termination**

- A. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed shall be returned to the 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 disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular county that paid them.

### **VI. Fiscal Provisions**

- A. Funding required from the Participant will not exceed the amount stated in Exhibit C-Project Budget.
- B. County will provide the funding amount stated in Exhibit C – Project Budget which includes a one-time administrative fee. CalMHSA will invoice the County as delineated in Exhibit C.

### **V. Mutual 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 attorneys' fees, arising out of or resulting from other's negligence 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.

**EXHIBIT C  
PROJECT BUDGET**

**Orange County Behavioral Health System Transformation Innovation Project Part II**

CalMHSA Administrative Fee (10%)	\$ 760,000
Digital Resource Navigator	\$5,000,000
Evaluation	\$2,600,000
<b>TOTAL</b>	<b>\$8,360,000</b>

Orange County will provide the funding amounts as stated below. CalMHSA will invoice the County upon execution of Participation Agreement, for the full budget amount of \$2,173,333 for FY 2019-2020 in order to successfully carry out its contractual obligations. CalMHSA will invoice the County in July of each year thereafter for payment in August, or 30 days after receipt of an invoice.

FY19-20	\$ 2,173,333
FY20-21 minus any unspent funds from prior years, unless projected activities are anticipated to expend the full amount plus carryover funds	\$ 5,526,667,
FY21-22 minus any unspent funds from prior years, unless projected activities are anticipated to expend the full amount plus carryover funds	\$ 660,000,

NOTE: The scope of work and annual budget allocations are projected, and therefore subject to change given assessment outcomes, via Amendment throughout the term of this Agreement.