

Agreement No. 493-EPLHCN-OC2019

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Orange County Health Care Agency ("Participant") desires to participate in the Program identified below.

Name of Program: Early Psychosis Learning Health Care Network ("EPLHCN")

2. California Mental Health Services Authority ("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 County-Specific Scope and Funding

3. The term of the Program is **January 1, 2020** through **December 31, 2024**.

4. Authorized Signatures:

CalMHSA

Signed: *JE. Chaquica* Name (Printed): John E. Chaquica, CPA, MBA, ARM

Title: Chief Operating Officer Date: 11/6/2019.

Participant: Orange County Health Care Agency

Signed: _____ Name (Printed): Jeff Nagel

Title: Deputy Agency Director Date: _____

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

By *Bethany McLean*
Deputy
Date: 11/6/19

Orange County Participation Agreement

PARTICIPATION AGREEMENT

Exhibit A – Program Description

I. Name of Program – Early Psychosis Learning Health Care Network (“EPLHCN”)

II. Program Overview

CalMHSA will be contracted to perform the overall administrative oversight and will contract with Behavioral Health Center of Excellence, University of California, Davis (“BHCOE”), and will develop additional scope of work that will develop the infrastructure for a sustainable learning health care network for Early Psychosis (“EP”) programs. Further, the Innovation project seeks to demonstrate the utility of the network via a collaborative statewide evaluation to clarify the effect of the network and these programs on the consumers and communities they serve.

PARTICIPATION AGREEMENT
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. Innovation Project – A component of the Mental Health Services Act that focuses on evaluating the effectiveness of new and/or changed practices in mental health for the purpose of improving the mental health system of care.
- 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) – Initially known as Proposition 63 in the November 2004 election, which added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- F. OC CREW – The Orange County Center for Resilience, Education and Wellness program serves youth ages 12-25 years who are experiencing a first episode of psychotic illness.
- G. Participant – Any County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- H. Program – The program identified in Exhibit A.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for Program.
 - 2. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. CalMHSA shall hire an agency that provides for appropriately trained peer staff for specific roles as requested by Participant when appropriate. Whenever possible, bilingual/bicultural staff should be retained. This includes the overall contractual oversight and issuing of payments as approved by Participant (see Responsibilities of Participant, below).

4. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
5. Submission of plans, updates, and/or work plans for review and approval by Participant representative.
6. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of funds for the Program as specified in Exhibit C at the beginning of each fiscal year identified in Exhibit C, County-Specific Scope and Funding.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Oversight of daily activities for trained peer staff from CalMHSA hired agency on behalf of Participant, to include oversight of day to day activities and review and approval of invoices as submitted by Agency to CalMHSA.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Compliance with applicable laws, regulations, guidelines, contractual agreements, JPAs and bylaws.

III. Duration, Term and Amendment

- A. The Program is five year program, and will continue as long as Participants wish to act together to conduct Innovation projects. However, the obligation of any Member to pay funds is limited to the periods and amounts stated in Exhibit C, County-Specific Scope and Funding.
- B. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.
- C. Any Participant may withdraw from the Program 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 Participants. Unused funds paid for a joint effort will be returned pro rata to Participants in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participants. Excess funds at the conclusion of county-specific efforts will be returned to the particular county that paid them. Participants shall continue

to be responsible for any noncancelable obligations undertaken by CalMHSA in reliance upon this Agreement.

V. Fiscal Provisions

- A. Funding required from the Participants will not exceed the amount stated in Exhibit C, County-Specific Scope and Funding.
- B. County will provide the funding amount stated in Exhibit C - Budget, which includes a one-time administrative fee. CalMHSA will invoice the County upon execution of Participation Agreement, for the full budget amount in order to successfully carry out its contractual obligations.

VI. 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.

PARTICIPATION AGREEMENT

Exhibit C - County-Specific Scope and Funding

MHSA Innovation Project – Early Psychosis Learning Health Care Network: Statewide Collaborative and Evaluation

CalMHSA will be contracted to perform the overall administrative oversight and will contract with Behavioral Health Center of Excellence (BHCOE), University of California, Davis, and additional scope of work will be entered into that will develop the infrastructure for a sustainable learning health care network for EP programs. Further, the Innovation project seeks to demonstrate the utility of the network via a collaborative statewide evaluation to clarify the effect of the network and these programs on the consumers and communities they serve.

Innovation Primary Purpose

Overall, the primary purpose of this Innovation project is to increase the quality of mental health services, including measurable outcomes. The Program will bring consumer-level data to the clinician's fingertips for real-time sharing with consumers, allow programs to learn from each other through a training and technical assistance collaborative.

The Agreement shall consist of the following deliverables:

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| UC Davis Deliverable 1 - | Submission of Institutional Review Board ("IRB") protocol, identification of an external company to develop the platform application and recruitment of an external advisory committee and focus groups. |
| HCA Deliverable 1- | Participate in outcome of interest prioritization process. Support access to other relevant community or state level stakeholders for feedback. Submit report identifying key staff for data collection and transfer. |
| UC Davis Deliverable 2 - | Identification and prioritization of outcomes, wireframe (a visual representation of a user interface on software applications) for application submission, identification of county level available data and data transfer methods, selection of 2 counties for beta testing and complete Pre-LHCN implementation questionnaire. Counties to be selected at a future date and based on other counties' readiness to join and available data. |
| HCA Deliverable 2- | Participate in outcome domains and measures selection process. Data transfer staff participate in methods development for multi-county integration of cost and utilization data. |
| UC Davis Deliverable 3 - | Final outcomes selection process, feedback from beta testing of LHCN application, preliminary feedback from focus groups and finalize methods for multi-county integrated evaluation of costs and utilization data. |
| HCA Deliverable 3 - | Participate in final program-level outcomes prioritization process. Data transfer staff participate in methods |

	finalization for multi-county integration of cost and utilization data
UC Davis Deliverable 4 -	Initial site visits with detailed ongoing training for program staff, Data collection process for obtaining county-level utilization and cost data for prior 3 years, feedback from focus groups and schedule for EP Program Fidelity assessments.
HCA Deliverable 4 -	Submit data from prior 3-year timeframe for EP and CG programs, if applicable, to evaluation team for analysis. Provide feedback during qualitative interviews.
UC Davis Deliverable 5 -	Primary results from 2 pilot EP programs, qualitative report on ongoing issues and suggestions on app/dashboard developed, outline plan for training and report on feasibility of obtaining cost and utilization data from preliminary multi-county integrated evaluation.
HCA Deliverable 5 -	Problem-solve with evaluation team regarding county-level cost and utilization data transfer and analyses.
UC Davis Deliverable 6 -	Training and implementation of outcomes measurement on app in non-pilot EP programs and progress, findings on cost and utilization, results from fidelity assessments of EP programs.
HCA Deliverable 6-	Assist evaluation/LHCN team in report that identifies problems with county-level cost and utilization data analysis and identifies solutions.
UC Davis Deliverable 7 -	LHCN enrollment and follow up completion, plan and timeline for working with counties, and feedback form interviews with EP stakeholders.
HCA Deliverable 7 -	Work with evaluation team to prepare for next round of county-level data, including resolving previous issues faced with first data pull.
UC Davis Deliverable 8 -	Enrollment and follow up completion rates for LHCN app in all EP programs, Post LHCN implementation questionnaires, and final data analysis plan for all data.
HCA Deliverable 8 -	Collaborate with evaluation team on final data transfer and analysis plan. Support access to other relevant community- or state-level stakeholders for feedback.
UC Davis Deliverable 9 -	Preliminary data on feasibility and acceptability of LHCN app in all EP programs, preliminary results from second round of analysis and outline of experiences and feedback from stakeholders.

- HCA Deliverable 9 - Send second round of county-level cost and utilization data from all EP and CG programs, if applicable, to evaluation team and problem-solve any issues that arise. Provide feedback during interviews and for draft report. Support access to other relevant community- or state-level stakeholders for feedback.
- UC Davis Deliverable 10 - Final report detailing all program-level, county-level outcomes data collected and summarizing experiences and feedback from all stakeholders, that is responsive to stakeholder feedback on draft report. Report will conform to MHSA annual innovation project reporting guidelines.
- HCA Deliverable 10 - Provide feedback on draft report. Support access to other relevant community- or state-level stakeholders for feedback. Collaborate on dissemination of study results through multi-media work products.

Budget

Orange County will provide the funding amount stated below, which includes an administrative fee for CalMHSA of 5% of total project amount paid annually. CalMHSA will invoice the County upon execution of Participation Agreement, for the full administrative fee and first year budget amount in order to successfully carry out its contractual obligations.

Payment for FY19-20 in the amount of \$204,416.00 shall be made within 30 days upon approval and execution of this Agreement. CalMHSA will invoice the County prior to June 30 of each year and payments should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

Year	Funding Allocation	CalMHSA Admin Fee	Total	Payment Due
FY19-20	\$194,681.00	\$9,735.00	\$204,416.00	Jan 1, 2020
FY20-21	\$438,033.00	\$21,902.00	\$459,935.00	July 1, 2020
FY21-22	\$438,033.00	\$21,902.00	\$459,935.00	July 1, 2021
FY22-23	\$438,033.00	\$21,902.00	\$459,935.00	July 1, 2022
FY23-24	\$438,033.00	\$21,902.00	\$459,935.00	July 1, 2023

Total Program Funding: \$1,946,813.00
 Total CalMHSA Admin Fee: \$97,343.00
Total Funding Amount: \$2,044,156.00