

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. **San Mateo County** (Participant”) desires to participate in the Program identified below.

Name of Program: **Third Sector Multi-County FSP Innovation Project (“TSMFIP”)**

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 agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

- ☒ Exhibit A Program Description and Funding
- ☒ Exhibit B General Terms and Conditions
- ☒ Appendix I Scope of Work

3. The maximum amount payable under this Agreement is \$750,000.
4. The term of the Program will begin upon **execution of this agreement** through **December 31, 2024**.
5. Authorized Signatures

CalMHSA

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

Title: Interim Executive Director Date: _____

Participant: San Mateo County

Signed: **Scott Gruendl** Digitally signed by Scott Gruendl
DN: cn=Scott Gruendl, o=Behavioral Health &
Recovery Services, ou=Assistant Director,
email=sgruendl@smcgov.org, c=US
Date: 2020.08.21.16:18:17 -07'00 Name (Printed): Scott Gruendl, MPA

Title: Assistant Director, San Mateo County
Behavioral Health & Recovery Services

Date: 8/21/2020

PARTICIPATION AGREEMENT

EXHIBIT A - PROGRAM DESCRIPTION AND FUNDING

- I. **Name of Program:** Third Sector Multi-County FSP Innovation Project
- II. **Term of Program:** This program will begin upon execution of this agreement through and including December 31, 2024, with the option for early termination or extension as provided below.
- III. **Program Objective and Overview:**

Objective: The project is focused on creating a data-driven Full-Service Partnership (“FSP”) that will increase the local capacity together and use data to better design, implement, and manage FSP services across various age groups and populations, with the ultimate goal of better understanding important client outcomes and continuously working to improve them.

Overview: CalMHSA serves as the administrative oversight for this innovation project and will contract with Third Sector who will be the lead contractor. This project has been developed as a multi-county collaborative, as such, CalMHSA will ensure additional counties are incorporated into the project as appropriate.
- IV. **Funding:** San Mateo County will provide funding in the amount of \$750,000, which includes a one- time program administration fee of 9% of total funding or \$67,500, paid to CalMHSA.

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.** Member – A County, City or JPA of two or more Counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C.** Participant – Any Member participating in the Program and a member of CalMHSA
- D.** Third Sector – Contracted vendor that is leading counties in the development of the multi-county Innovation Project, based in San Francisco and Boston.
- E.** Program – The program identified in the Cover Sheet.
- F.** FSP – Full-Service Partnerships

II. Responsibilities

A. Responsibilities of CalMHSA:

- 1. Act as the Fiscal and Administrative agent for the Program.
- 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. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- 5. Execute a contract with Third Sector to support the development of a multi-county Innovation Project that aims to shift the way counties develop, implement and evaluate FSP (See Appendix I for more information on the scope of work pertaining to this contract)

B. Responsibilities of Participant:

- 1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this agreement.
- 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
- 3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.

4. Compliance with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's JPA Agreement and Bylaws.
5. Indemnification as described in Section VI.
6. To the extent there is privileged information shared between agencies, which is subject to protection under the HIPAA/PHI Act, County/Member shall implement all necessary measures in compliance with the Act.

III. Duration, Term and Amendment

- A. This is a four-and-a-half-year program, with the 3rd sector phases as follows, however the obligation of the Member to pay funds is limited to the periods and amounts stated in Exhibit A, Program Description and Funding:
 - Phase 1: Landscape Assessment (Effective Upon Execution – September 2020)
 - Phase 2: Implementation (October 2020 – September 2021)
 - Phase 3: Sustainability Planning (October 2021 – November 2021)
- 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.

IV. Withdrawal, Cancellation and Termination

- A. Participants may withdraw from the Program upon six (6) months written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be returned to 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.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. A one-time payment will be issued to CalMHSA upon execution of this agreement.
- C. In any Multi-County Program, Participants will share the costs of planning, administration and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description Funding.

VI. Limitation of Liability and Indemnification

- A.** CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B.** 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.

Appendix I

Scope of Work for Contract between CalMHSA, on Behalf of Participant, and Third Sector Capital Partners, Inc. for the Implementation of the Third Sector Multi-County FSP Innovation Project.

On behalf of the Participant, CalMHSA will enter into a contract with Third Sector Capital Partners, Inc. ("Third Sector") to support the implementation of the Third Sector Multi-County FSP Innovation Project ("TSMFIP"). As part of this contract, Third Sector's Scope of Work will include producing the following deliverables:

Deliverable No. 1: Landscapes Assessment

- 1.1 Conduct Project Kickoff Meeting for all counties
- 1.2 Conduct County Implementation Meetings for all counties
- 1.3 Submit Phase 1 Progress Report for all counties
- 1.4 Submit Final Phase 1 Report for all counties

Deliverable No. 2: Phase 2 Implementation

- 2.1 Conduct Phase II Kickoff Meeting for all counties
- 2.2 Submit Implementation Update Report for all counties
- 2.3 Submit Evaluation Plan for all counties
- 2.4 Submit Phase II Progress Report for all counties
- 2.5 Submit Phase II Final Report for all counties

Deliverable No. 3: Wrap Up/Sustainability Planning

- 3.1 Submit Final Project Report for all counties

Deliverable No. 4: Contract Management

- 4.1 Participate in regular and ongoing contract management meetings as determined by the Contract Manager
- 4.2 Submit additional materials, reports, and/or data as requested by the Contract Manager