

**PARTICIPATION AGREEMENT FOR THE MENTAL HEALTH SERVICES ACT  
INNOVATION PROGRAM**

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY – COUNTY OF SAN FRANCISCO**

1. **THIS PARTICIPATION AGREEMENT** is entered into on \_\_\_\_\_ by and between the California Mental Health Services Authority (“CalMHSA”) and the County of SAN FRANCISCO, a political subdivision of the State of California, through its SAN FRANCISCO County Behavioral Health Department (“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 County-Specific Scope and Funding
3. The term of the Program is **June 1, 2019** through **May 31, 2024**.

4. Authorized Signatures: [Signature block(s) may be added or deleted as deemed appropriate]

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): John E. Chaquica

Title: Interim Executive Director Date: \_\_\_\_\_

**Participant: County of San Francisco**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Chair of the Board of Supervisors (if applicable) Date: \_\_\_\_\_

San Francisco County Behavioral Health Services

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Dennis J. Herrera, City Attorney

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Deputy City Attorney Date: \_\_\_\_\_

**EXHIBIT A**

**PROGRAM DESCRIPTION**

**I. Name of Program –** Mental Health Services Act Innovation Program

**II. Program Overview**

CalMHSA will assist participating counties to act jointly or in coordination to introduce new mental health practices, make changes to existing practices in the mental health field, or apply promising community-driven practices that have been successful in other fields. These efforts will be directed to increasing access to mental health services by underserved populations and the overall population, increasing quality of services, or promoting collaboration among agencies and communities.

## 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 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 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. 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. Transfer 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. 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, County-Specific Scope and Funding.
- 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 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 Participant will not exceed the amount stated in Exhibit C, "County-Specific Scope and Funding," attached hereto. However, due to the two-year extension by MHSOAC and assessments made, the overall budget will be reallocated at a future date.
- B. CalMHSA shall invoice Participant on an annual basis in accordance with the amounts stated in Exhibit C. Each invoice must be signed by a designated official for the Program.
- C. Participant shall remit payment to CalMHSA within thirty (30) days after the beginning of each fiscal year, July 1<sup>st</sup>.

### **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

### COUNTY-SPECIFIC SCOPE AND FUNDING

#### **MHSA Innovation 3 Project – Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions**

CalMHSA will be contracted to provide overall administrative oversight and contract procurement for a multi-county collaborative innovative program to be active for five years (FY 2019/20 – 2023/24). Procurement will include contract agreements with existing private sector companies providing a variety of technology-based mental health services and supports. Additionally, these services will include a mechanism for access and linkage to traditional behavioral health care within the San Francisco County system.

The goal of the innovative component program is to determine whether utilization of a suite of technology-based mental health services and supports through multiple platforms, including mobile devices and computers, provides a greater opportunity for potential new and existing clients to receive necessary supportive services and/or care. Participating counties will have the opportunity to choose all or portions of the suite as their innovative program San Francisco County will be taking part in the following suite component(s):

- Virtual Peer Chat
- Virtual Evidence Based Therapy
- Digital Phenotyping using Passive Data
- Community Engagement and Outreach
- Outcomes Evaluation

The goal of the program is to provide greater access and linkage to technology-based and traditional mental health care and supportive services and better determine mental health care needs through use of technology-based services not previously utilized in the public mental health system. The intended outcomes of providing these supports and services are as follows:

- Improving safety (i.e. reduce adverse events)
- Increasing quality (i.e. on patient-reported outcome measures)
- Increasing access (i.e. to technology products, or to traditional medical services)
- Increasing treatment-seeking behaviors (i.e. utilizing previously unused services)
- Reducing utilization (i.e. ED visits, hospitalization, frequency of in-person visits)
- Improving recognition of and treatment outcomes for vulnerable or at-risk patients
- Increasing community engagement and target population(s) reach

Specific outcomes that we may measure include:

1. Increased purpose and belonging for users
2. Increased social connectedness for users
3. Increased quality of life
4. Decreased symptoms
5. Decreased risk
6. Increased wellness

The local evaluation efforts will focus on measuring outreach, penetration and engagement efforts in San Francisco regarding the technology applications and the support driven by the following key questions:

1. To what extent are the local efforts effective in connecting Transition Age Youth (TAY) to the technology applications?
2. To what extent are the local efforts effective in connecting isolated transgender individuals to the technology applications?
3. What percent of TAY and isolated transgender individuals feel satisfied with the engagement and outreach strategies?

This will be a five-year project.

### **Innovation Primary Purpose**

Overall, the primary purpose of this innovative project is to increase access to mental health support to underserved communities.

This innovative program anticipates increasing access to unserved and underserved populations actively utilizing or who have ability to utilize technology-based services. These potential clients may not be able to seek traditional care due to fear, stigma or physical limitations. This program will serve to reduce stigma associated with mental health care using virtual innovative engagement strategies including social media and care pathways.

### **Target Population**

The primary purpose of this Innovations Project is to utilize a new approach to overall public mental health service delivery in order to use technology to increase access to mental health support for all individuals in San Francisco with a focus on transition age youth (TAY) ages 16-24 and socially isolated transgender adults. We estimate that 500 clients/users will be served for the total duration of this project.

### **Technology-Based Mental Health Solutions**

The components of this innovative project are as follows:

- Technology Investment:
  - Virtual Evidence-Based Therapy: Utilizing an Avatar
  - Peer Chat: Using Technology-Based Mental Health Solutions to Intervene and Offer Support
- Community Engagement and Outreach: Engaging Users and Promoting Use of Technology-Based Mental Health Solutions
- Outcome Evaluation

**Budget**

<b>Collaborative Expenses</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Innovation Total</b>
CalMHSA Overhead (5%)	\$ 37,883	\$ 37,883	\$ 37,883	\$ 113,650
CalMHSA Project Management (5%)	\$ 37,883	\$ 37,883	\$ 37,883	\$ 113,650
<b>7 Cups: Apps</b>				
Start-Up Fee	\$ 57,089	\$ -	\$ -	\$ 57,089
Development Fund	95,149	-	-	95,149
Licensure/Annual Fees	133,209	133,209	133,209	399,626
Local Customization				-
<b>7 Cups - Apps Subtotal</b>	<b>\$ 285,447</b>	<b>\$ 133,209</b>	<b>\$ 133,209</b>	<b>\$ 551,865</b>
<b>7 Cups: Paid Peers</b>				
Start-Up Fee		\$ -	\$ -	\$ -
Development Fund	-	-	-	-
Licensure/Annual Fees				-
Local Customization				-
<b>7 Cups - Paid Peers Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Collaborative Evaluation</b>				
Start-Up Fee	\$ 133,209	\$ -	\$ -	\$ 133,209
Development Fund	-	-	-	-
Licensure/Annual Fees		57,089	57,089	114,179
Local Customization	-	-	-	-
<b>Evaluator Subtotal</b>	<b>\$ 133,209</b>	<b>\$ 57,089</b>	<b>\$ 57,089</b>	<b>\$ 247,388</b>
<b>Collaborative Outreach &amp; Marketing</b>				
Start-Up Fee	\$ 38,060	\$ -	\$ -	\$ 38,060
Development Fund	57,089	-	-	57,089
Licensure/Annual Fees		38,060	38,060	76,119
				-
<b>Outreach &amp; Marketing Subtotal</b>	<b>\$ 95,149</b>	<b>\$ 38,060</b>	<b>\$ 38,060</b>	<b>\$ 171,268</b>
<b>Collaborative Subtotals</b>				
Start-Up Fee	\$ 228,358	\$ -	\$ -	\$ 228,358
Development Fund	152,239	-	-	152,239
Licensure/Annual Fees	133,209	228,358	228,358	589,924
Local Fees	-	-	-	-
<b>Vendor Subtotals</b>	<b>\$ 513,805</b>	<b>\$ 228,358</b>	<b>\$ 228,358</b>	<b>\$ 970,521</b>
<b>TOTAL COLLABORATIVE EXPENSES</b>	<b>\$ 589,572</b>	<b>\$ 304,125</b>	<b>\$ 304,124</b>	<b>\$ 1,197,821</b>

\*Given MHSOAC approval for 2 additional years, the above budget will be amended to reflect new allocations, at a future date to reflect extension.