

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Santa Barbara County ("Participant") desires to participate in the Program identified below.

Name of Program: MHSA Innovation Program (a.k.a. Help@Hand)

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 Amendment. This Amendment revises the following exhibits to incorporate language for closure of the Program when the Agreement terminates and add fiscal provision for the procurement of technology services from the initial Participation Agreement No. 445-ITS-2019-SB. This Amendment also incorporates provisions of the Standard Technology Services Agreement developed by CalMHSA in connection with the Program and makes related changes.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C County-Specific Scope and Funding

3. The term of the Program is **July 1, 2019** through **June 30, 2024**. All other terms and provisions of the initial Agreement and the First Amendment not cited in this Amendment remain in full force and effect.

4. Authorized Signatures: (ON NEXT PAGE)

Signature Page

FIRST AMENDMENT TO THE PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS FIRST AMENDMENT TO THE AGREEMENT TO BE EFFECTIVE ON JANUARY 1, 2020.

COUNTY OF SANTA BARBARA:

Signed: _____ Name: Bob Nelson _____

Title: Chair, Board of Supervisors _____ Date: _____

Signed: _____ Name: Alice Gleghorn _____

Title: Director, Behavioral Wellness _____ Date: _____

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed: _____ Name: _____

Title: Deputy Clerk _____ Date: _____

APPROVE AS TO FORM: COUNTY COUNSEL

Signed: _____ Name: _____

Title: Deputy County Counsel _____ Date: _____

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER

Signed: _____ Name: _____

Title: Deputy _____ Date: _____

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT

Signed: _____ Name: _____

Title: Risk Manager _____ Date: _____

CONTRACTOR: CALMHSA

Signed: _____ Name: Dr. Amie Miller, PsyD., LMFT

Title: Executive Director Date: _____

PARTICIPATION AGREEMENT

Exhibit B – Amended 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) – 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. 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, as further embodied in the Services Agreement.
- G. Services Agreement – That certain Standard Technology Services Agreement entered into by and between CalMHSA and technology service providers in connection with the Program.

Terms not defined herein shall have the meaning ascribed to them in the Services Agreement unless their meaning is otherwise apparent from the context.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for the Program.
 - 2. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
 - 4. Submission of plans, updates, and/or work plans for review and approval by Participant representative.
 - 5. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
 - 6. Perform the services as stated in Exhibits A and C.

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. 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. Compliance with applicable laws, regulations, guidelines, contractual agreements, JPAs and bylaws.

III. Duration, Term, Amendment and Participant Withdrawal

- A. The Program is of indefinite duration, and will continue as long as Participants wish to act together to conduct innovation projects in compliance with their respective responsibilities hereunder. However, the obligation of any single Participant (a.k.a. Member) to pay funds is limited to the periods and amounts stated in Exhibit C, County-Specific Scope and Funding.
- B. Except as otherwise provided for in Section IV of this Agreement, 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. Subject to Section IV of this Agreement, any Participant may withdraw from the Program upon six (6) months' prior written notice. Notice shall be deemed served on the date of mailing in the U.S. Mail.

IV. Funding, Amending Program Operations and Administration, Cancellation and Shutdown of the Program

- A. The Program and its administration by CalMHSA are funded by the Participants. CalMHSA has no independent ability to fund the Program. The Program cannot continue without Participant funding. Therefore, if CalMHSA determines that Participant funding is no longer available at the levels it deems sufficient, in its sole discretion, to properly fund the Program, including its administration, CalMHSA shall invoke this Section IV.A. and propose either a means of promptly remedying the funding issue or an orderly process of winding down the Program. CalMHSA shall convey its proposal in the form of a proposed amendment to this Agreement (and/or any other Program related documents) providing for:
 1. changes that will ensure CalMHSA can operate and administer the Program on financially sound terms, which terms would take effect no less than 30 calendar days' after delivery of the amendment to the representatives of the Participants then funding the Program; or
 2. changes that will authorize CalMHSA to take the steps necessary to cancel and administer an orderly shutdown of the Program, which terms would take effect no less than 30 calendar days' after delivery of the amendment to the representatives of the Participants then funding the Program. CalMHSA shall deliver the proposed amendment(s) to the Participants'

representatives by U.S. Mail and electronic communication. Delivery shall be deemed to have occurred on the first business day after the date of mailing of the amendment(s).

- B. The Participants shall each consider and vote to accept or reject CalMHSA's proposed amendment(s) no more than 30 calendar days' after its delivery. A majority vote of the Participants then funding the Program shall determine whether CalMHSA's proposed amendment(s) is accepted or rejected.
- C. Regardless of whether the Participants accept or reject CalMHSA's proposed amendment(s), the Participants agree to pay for any new or different services and costs CalMHSA incurs in a good faith effort to stabilize the Program.
- D. Upon cancellation, termination or other conclusion of the Program, any Program funds remaining undisbursed shall be returned to the Participants after any and all obligations of the Program have been satisfied, including any obligations to CalMHSA. Unused funds paid for a joint effort will be returned pro rata to Participants in proportion to payments made unless adjusted as provided for in Section IV.E.
- E. CalMHSA shall provide notice of the amount of unused funds to be returned and the pro rata amount to be returned to each Participant in the Program at least 15 calendar days' before returning the funds.
 - 1. CalMHSA's notice shall be delivered electronically to each Participants' representative, and a backup copy will be sent via U.S. Mail. The notice shall be deemed delivered on the date it is sent.
 - 2. Within 10 calendar days' of the date of that electronic notice, a Participant may seek an adjustment in the amount of unused funds to be returned to it by submitting an adjustment request to CalMHSA's Project Manager electronically, and copy each of the Participants' representatives on the electronic communication. The adjustment request must demonstrate why a disproportionate share of the unused funds should be paid to the Participant.
 - 3. Within 5 calendar days of the date an adjustment request was sent to CalMHSA, any Participant whose proportionate share of the unused funds would or may be reduced if the adjustment request is granted may submit a response to the adjustment request to CalMHSA's Project Manager electronically, and must copy each of the Participants' representatives on the electronic communication.
 - 4. CalMHSA shall consider all adjustment requests and responses and shall determine whether an adjustment request should be granted, in whole or in part. CalMHSA shall have exclusive jurisdiction over how to resolve any such requests, and its decision(s) shall be final.
 - 5. CalMHSA shall render its decision(s) on any adjustment requests before returning any unused funds.
 - 6. CalMHSA's decisions shall be delivered electronically to each Participants' representative, and a backup copy will be sent via U.S. Mail.

V. Fiscal Provisions; Order of Precedence

- 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.
- C. Through the Program, Participants invest in innovation to scale existing mobile applications or successfully develop and scale new mobile applications for the benefit of those living with mental illness. The Parties agree that investing in technology, particularly new technologies, is highly speculative and it is essentially impossible to know whether a Party's failure to perform will cause the other Party harm. Therefore, the Parties agree that neither shall be liable to the other with respect to any investment in a particular mobile application, for the success or failure of the Program in part or as a whole, or for any Program related work, including administration of the Program.
- D. Other than with respect to this Section V hereof, in the event of any conflict between the terms of this Agreement and the terms of the Services Agreement with respect to CalMHSA's obligations the terms of the Services Agreement shall control.
- E. In addition to the terms of Section 8.11 of the Services Agreement, the Parties agree to observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, municipal and local governing bodies and commissions associated with the investments made in connection with the Program.
- F. Pursuant to the terms of Section 8.14 of the Services Agreement, CalMHSA shall require vendors under the Services Agreement to procure and maintain the policies and levels of insurance set forth therein, including to name CalMHSA and the Participants as additional insureds under such policies.

PARTICIPATION AGREEMENT

Exhibit C – Amended County-Specific Scope and Funding

Amended Budget Allocation Only

*All other terms under Agreement 445-ITS-2019-SB-A1, Exhibit C, shall remain in full force and effect.

Due to the Mental Health Services Oversight and Accountability Commission (MHSOAC) having awarded a two-year extension and assessments related to funding of components, the following new budget allocation will be adopted, effective January 1, 2020. However, the budget is expected to be revised over time as projects are completed and assessments made.

New Budget Allocation Effective January 1, 2020

DESCRIPTION	FY 19-20 THRU FY 23-24
CalMHSA	
(Admin/Project Management)	**\$491,290
Collaborative Funds	
Technology	\$250,899
Evaluation	\$255,801
PEERs	\$90,729
Outreach/Marketing	\$33,446
CalMHSA Held Local Funds	\$398,708
Subtotal	\$1,520,873

TOTAL FUNDING AMOUNT	\$1,520,873
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**Participant paid in full the one-time Administrative/Project Management fee under the Agreement No. 445-ITS-2019-SB.