

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

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

Name of Program: **Statewide Prevention and Early Intervention (PEI)**

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 particular Program.

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

3. The maximum amount payable under this Agreement is **\$48,307.20**.

4. Funds payable under this agreement are subject to reversion:

- Yes: Reversion Date \_\_\_\_\_
- No.

4. The term of the Program is July 1, 2021 through June 30, 2022.

5. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

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

**Participant:**

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

Title: Deputy Director/Mental Health Date: \_\_\_\_\_  
Director

APPROVED AS TO FORM  
Office of County Counsel

By: Rachel L. Ross (e-sign)  
Deputy County Counsel

Date: July 29, 2021

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:**
- II. **Term of Program:** This is a twelve-month contract, beginning July 1, 2021 and terminating on June 30, 2022, with the option for early termination or extension as provided below.
- I. **Program Goals:** In partnership with participating members, this program will disseminate and direct Statewide PEI project campaigns, programs, resources, and materials; provide subject matter in suicide prevention and stigma and discrimination reduction (SDR) to support local PEI efforts; develop local and statewide capacity building support and new outreach materials for counties, and community stakeholders. The primary focus of these programs are to promote mental health and wellness, suicide prevention, and health equity to reduce the likelihood of mental illness, substance use, and suicide among Californians, particularly among diverse and underserved communities.
- II. **Program Efforts:** To promote emotional health and reduce the likelihood of mental illness, substance use, and suicide among all Californians in diverse communities, schools, health care, and workplace, the following efforts will be endeavored:
  - Implement social media and public education activities to expand and develop emotional wellbeing for California’s communities.
  - Expand stakeholder partnership networks and promote grassroots stakeholder engagement.
  - To continue to increase outreach and dissemination of programs and resources, including mental health educational materials.
  - Support and engage a network of mental health leaders and advocates to outreach and disseminate resources and programs, with priority of increasing help-seeking behaviors among younger age individuals.
  - Provide resource, technical assistance, and capacity building support to County Behavioral Health Agencies and their partners to support local PEI and leverage resources.
  - Implement the annual Directing Change Program which educates young people about critical health topics like suicide prevention and mental health and wellbeing through the medium of film and art.
  - Provide data and evaluation of the reach of programs within counties and statewide.

**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. 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 or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.

**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. Contract with subject matter experts to support the goals and efforts of the Statewide PEI Campaign.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- 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. 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. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

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

- A. The term of the Program is for twelve-months.
- 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. 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.
- 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 administration 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. Payment Terms –
  - a. Funding Amount: \$48,307.20 – Payable to CalMHSA by July 1, 2021. This funding amount is inclusive of a 15% administrative fee equal to \$7,246.08.
- C. In a 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 and 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