

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Tehama County ("Participant") desires to participate in the Program identified below.  
Name of Program: Training and Credentialing Courses
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
  - Attachment A Order Form Template
3. The maximum amount payable under this Agreement is not to exceed \$ 3,120.
4. Funds payable under this agreement are subject to reversion:
  - Yes: Reversion Date \_\_\_\_\_
  - No.
5. The term of the Program is April 1, 2023, through March 31, 2025
6. Authorized Signatures:

**CalMHSA**

DocuSigned by:  
 Signed: Dr. Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT  
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 Title: Executive Director Date: 11/3/2023

**Participant: Tehama County**

Signed: Bill Moule Name (Printed): Bill Moule  
 Title: Chairperson, Tehama County Board of Supervisors Date: OCT 17 2023  
 Signed: [Signature] Name (Printed): MARGARET LING  
 Title: County Counsel Date: 10/11/23  
 Signed: Jayme S. Bottke Name (Printed): Jayme S. Bottke  
 Title: Executive Director Date: 10/4/23

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program: Training and Credentialing Courses**
- B. Term of Program: April 1, 2023, through March 31, 2025**
- C. Program Objective and Overview:**

This program was created to provide Training and Certification courses to Participant's staff as needed. Depending on the type of course- training and certifications will be made available via a virtual meeting platform or recorded online at CalMHSA's Learning Management System. Examples of potential trainings and certifications include substance use, mental health, law and ethics, 5150, and care coordination.

**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:

- I. 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.
- II. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- III. 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.
- IV. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- V. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- VI. Program – The program identified in the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - a. Act as the Fiscal and Administrative agent for the Program.
  - b. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - c. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - d. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - a. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
  - b. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  - c. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
  - d. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
  - e. Provide feedback on Program performance.

- f. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

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

- A. The term of the Program is 24 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 \$3,120 during the project period.
- B. Rates for Services –

Training Type	Rate
Training and Certification	Not to Exceed \$3,120 over the project period

- C. **Payment Method –**  
 Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.
- D. **Administrative Fee –**  
 Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

**E. Registration and Alerts -**

Participant will be alerted of potential courses either via an email to a designated County liaison, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System. Participant will register for the courses via a registration link provided by CalMHSA either directly via email, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System.

**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.



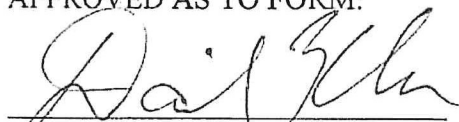
**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency,-Mental Health

Vendor Name: CALMHSA

Contract Description: Participation Agreement – Training and Credentialing Courses

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Daniel B. Klausner, Senior Deputy County Counsel

Date: 9/22/23

MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

**CONSENT AGENDA**

(All votes were conducted via roll call by the Clerk. Noting the removal of Item #7 to the Regular Agenda)

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Matt Hansen, Supervisor - District 4  
**SECONDER:** Candy Carlson, Supervisor - District 2  
**AYES:** Moule, Hansen, Leach, Nolen, Carlson

8. HEALTH SERVICES AGENCY / MENTAL HEALTH

- a) AGREEMENT- Approval and authorization for the Executive Director and Chairperson to sign the Participation Agreement with the California Mental Health Services Authority (CalMHSA) for the purpose of participating in their Training and Credentialing Courses program with maximum compensation not to exceed \$3,120, effective 4/1/23 and shall terminate 3/31/25.  
(Miscellaneous Agreement #2023-315)

STATE OF CALIFORNIA    )  
  )    ss  
COUNTY OF TEHAMA    )

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 17<sup>th</sup> day of October 2023.

DATED: October 19, 2023

JENNIFER A. VISE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

