

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

R E G U L A R A G E N D A

38.HEALTH SERVICES AGENCY / MENTAL HEALTH

- a) AGREEMENT- Approval and authorization for the Executive Director to sign Participation Agreement #1475-PEI-2022-TC, with the California Mental Health Services Authority (CalMHSA) for the purpose of participating in the Statewide Prevention and Early Intervention (PEI) program, with maximum compensation amount not to exceed \$89,510.40, effective on 7/1/22 and shall terminate on 6/30/25. (Miscellaneous Agreement #2023-17)

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

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 24th day of January, 2023.

DATED: January 30, 2023.

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


Deputy

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Tehama County ("Participant") desires to participate in the Program identified below.
- Name of Program: Statewide Prevention and Early Intervention (PEI) Program ("The PEI Program")
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.
- ☒ 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, 2022** through **June 30, 2025**.
4. Total Funding not to exceed: \$89,510.40 (\$29,836.80 per FY)
5. Authorized Signatures:

CalMHSA

DocuSigned by:

Signed: Dr. Amie Miller

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Name: Amie Miller, Psy.D., LMFTTitle: Executive DirectorDate: 2/8/2023**Participant: Tehama County**Signed: Jayme S. BottkeName (Printed): JAYME S. BOTTKETitle: EXECUTIVE DIRECTORDate: 2-2-23

Signed: _____

Name (Printed): _____

Title: _____

Date: _____

Signed: _____

Name (Printed): _____

Title: _____

Date: _____

PARTICIPATION AGREEMENT
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Statewide PEI Program.
- II. **Term of Program:** This is a thirty–six-month contract, beginning July 1, 2022 and terminating on June 30, 2025, with the option for early termination or extension as provided below.
- III. **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 throughout California communities, with additional focus on diverse and/or historically underserved communities.
- IV. **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:
 - a. Continued implementation of the Take Action for Mental Health social marketing and public education campaign activities to expand and develop emotional wellbeing for Californians.
 - b. Expand stakeholder partnership networks and promote grassroots stakeholder engagement with current and new community partners.
 - c. To continue to increase outreach and dissemination of programs and resources, including mental health engagement materials.
 - d. Provide resource, technical assistance, and capacity building support to County Behavioral Health Agencies and their partners to support local PEI and leverage resources.
 - e. 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.
 - f. 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) – 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 Services Agreement entered into by and between CalMHSA and service providers in connection with the Program.

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.
- B. Responsibilities of Participant:
 - 1. Transfer of full funding amount for the Program, including an administrative fee of fifteen percent (15%), for a total administrative fee amount of \$4,475.52, which Participant will pay pursuant to the schedule stated in Section V. F., below. Invoices shall be sent to Participant pursuant to the schedule stated in Section V. F.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 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 Section V. F. – Fiscal Provisions below.
- 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 below.
- B. County will provide the funding amount stated in below, 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. Other than with respect to this Section IV 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.
- D. 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.
- E. 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.
- F. Funding Allocations:

Fiscal Year	Funds Due to CalMHSA	Amount Due
FY 22-23	Due July 1, 2022	\$29,836.80
FY 23-24	Due July 1, 2023	\$29,836.80
FY 24-25	Due July 1, 2024	\$29,836.80
Total		\$89,510.40