

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

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

Name of Program: Statewide Prevention and Early Intervention (PEI) Program ("The PEI Program" or "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. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C County-Specific Scope and Funding
- Attachment 1 County-Specific Priorities

3. The term of the Program is upon execution by Participant through **June 30, 2025**.

4. Total Funding not to exceed: \$420,000 (\$120,000 for FY1, \$150,00 for FY2, \$150,000 for FY3)

5. Authorized Signatures:

California Mental Health Services Authority ("CalMHSA")

DocuSigned by:
 Signed: Amie Miller Name: Amie Miller, Psy.D., LMFT
82E9EFBAB7CC446...
 Title: Executive Director Date: 12/13/2022

COUNTY OF SANTA BARBARA:

Signed: [Signature] Name: Das Williams
 Title: Chair, Board of Supervisors Date: 1-10-23

ATTEST:

Signed: [Signature] Name: Mona Miyasato
 Title: County Executive Officer, Clerk of the Board Date: 1-10-23

RECOMMENDED FOR APPROVAL:

DocuSigned by:
 Signed: Antonette "Toni" Navarro Name: Antonette Navarro, LMFT
2095C5A16FE1474...

Title: Director, Behavioral Wellness Date: 12/14/2022

APPROVE AS TO FORM: COUNTY COUNSEL:

DocuSigned by:
 Signed: Bo Bae Name: Bo Bae
CAFCD5445C0F408...

Title: Deputy County Counsel Date: 12/15/2022

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:

DocuSigned by:
 Signed: Robert Geis Name: Robert Geis
02B49B53797F440...

Title: Deputy Date: 12/15/2022

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:

DocuSigned by:
 Signed: Greg Milligan Name: Greg Milligan
53A8AAB798BA4D7...

Title: Risk Manager Date: 12/14/2022

PARTICIPATION AGREEMENT
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program:** Statewide PEI Program.
- II. Term of Program:** This contract begins upon execution by Participant and terminates 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; and develop local and statewide capacity building support and new outreach materials for counties and community stakeholders. The primary focus of this Program is 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 the workplace, CalMHSA, with service providers, will undertake the following efforts:
 - 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. 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 applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer of funds for the Program as specified in Section V. F- Fiscal Provisions below, at the beginning of each fiscal year.
 - 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 and achieve Program objectives.
4. Provide feedback on Program performance.
5. Compliance with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement and Bylaws.

III. Duration, Term, Amendment and Participant Withdrawal

- A. The term of this Agreement is upon execution by Participant through June 30, 2025. The underlying Statewide PEI Program giving rise to this Agreement 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 to pay funds is limited to the periods and amounts stated in Subsection F (Funding Allocations) of Section V (Fiscal Provisions; Order of Precedence) of this Agreement.
- 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.
- C. Any Participant may withdraw from the Program upon six (6) months' prior written notice. Notice shall be deemed served on the date of mailing by 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, or
 2. changes that will authorize CalMHSA to take the steps necessary to cancel and administer an orderly shutdown of 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. Participant agrees not to unreasonably withhold its approval of amendments proposed by CalMHSA that are necessary to remedy a funding issue or for the orderly wind-down of the Program.

- C. 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 Subsection D of Section IV (Funding, Amending Program Operations and Administration, Cancellation and Shutdown of the Program) of this Agreement.
- D. 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 Participant's 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 Participant's representative 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 Participant's representative 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 Participant's 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. Participant will provide the funding amount stated below, which includes an administrative fee of 15% for each FY (\$18,000 for FY1, \$22,500 for FY2, \$22,500 for FY3). CalMHSA will invoice the Participant upon execution of this Agreement, for the full Fiscal Year 1 budget amount in order to successfully carry out its contractual obligations.
- C. 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.

- D. 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. 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	Upon execution by Participant	\$120,000
FY 23-24	Due July 1, 2023	\$150,000
FY 24-25	Due July 1, 2024	\$150,000
Total		\$420,000

VI. Limitation of Liability and Dual 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 Participation Agreement, and which were incurred without Participant’s authorization or contrary to Participant’s instructions.
- B. 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 attorney’s 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.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party’s receipt except as otherwise provided in this Agreement.

Either party may change its designee for notice by giving notice of the same and its relevant contact information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer
Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700
CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant:

Name: Antonette Navarro Position: Director
Address: 300 N. San Antonio Road, Bldg. 3
Email: anavarro@sbcbswell.org Telephone: (805) 681-5233
CC Email to Name: Melanie Johnson Email: mejohnson@sbcbswell.org

PARTICIPATION AGREEMENT

Attachment 1 – COUNTY SPECIFIC PRIORITIES

The following priorities provided by Santa Barbara County are intended for informational purposes only. This Attachment is not intended to bind CalMHSa to performance of the activities and/or items contained herein.

PEI Contractor: Your Social Marketer
<p>High Priority:</p> <ul style="list-style-type: none">• Presentations (coalition, events, conferences, parent webinars)• On-demand suicide prevention capacity building (longer term projects), e.g. support with coalition building, community postvention planning, suicide prevention related trainings• Receiving physical materials for Suicide Prevention Week<ul style="list-style-type: none">○ Lime Green Ribbons○ Promo items (Pens, Notebooks, Stress Balls, etc.)○ Printed Items (Guides, Informational Resources, etc.)• Thrival Kits and other periodic kits throughout the year for certain Holidays
<p>Priority:</p> <ul style="list-style-type: none">• Access/support with regional, local specific webinars• Receive Training/TA related to the Learning Collaborative, e.g. workforce training in cultural competent approaches to suicide prevention and care• Customization of materials/resources (without printing)• Video Stories
<p>Not a Priority:</p> <ul style="list-style-type: none">• Assigned Resource Navigator/TA Liaison to include:<ul style="list-style-type: none">○ Regular Meetings with Resource Navigator/TA Liaison○ Support with integration of statewide campaigns at the local level○ On demand suicide prevention TA• Support/Implementation of Specialized Projects (i.e. integration of statewide campaigns/partnerships with the Angels Major League Baseball team in Orange County)

PEI Contractor: Directing Change Program & Film Contest
High Priority: <ul style="list-style-type: none">• Local Parent Suicide Prevention Webinar• County/City specific localized Directing Change landing page/entry portal for program website and entry form• School mini-grants to encourage and kick start participation• Support/Technical Assistance with Directing Change implementation at the local level• Creation of a separate/local judging portal
Priority: <ul style="list-style-type: none">• Specific Training/Technical Assistance for students and advisors
Not a Priority: <ul style="list-style-type: none">• Monthly Directing Change entry social media posts (for winning projects)

PEI Contractor: Civilian (Social Media & Social Marketing)

Priority:

- Receiving physical materials for May is Mental Health Matters Month
 - Lime Green Ribbons
 - Promo items (Pens, Notebooks, Stress Balls, etc.)
 - Printed Items (Guides, Informational Resources, etc.)
- Periodic kits throughout the year for certain Holidays

Not a Priority:

- County co-branded social media/influencer materials
- Customized social media engagement training
- Quarterly assistance creating custom localized social media posts
- Assistance developing press releases for up to three local events per fiscal year