

Agreement No. 4019-PEI-2023-FC

Statewide PEI

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Fresno County ("Participant") desires to participate in the Program identified below.  
Name of Program: Statewide Prevention and Early Intervention ("Statewide 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.
  - þ Exhibit A Program Description and Funding
  - þ Exhibit B General Terms and Conditions
3. The maximum amount payable under this Agreement is \$342,412.80
4. The term of the Program is July 1, 2023, through June 30, 2024
5. Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section. (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
7. Authorized Signatures:

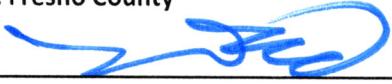
**CalMHSA**

DocuSigned by:

Signed: Dr. Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT  
62E9EFBABC7CC440...  
Title: Executive Director Date: 11/28/2023

Agreement No. 4019-PEI-2023-FC  
Statewide PEI

**Participant: Fresno County**

Signed: 

Name (Printed): Nathan Magsig

Title: Chairman of the Board of Supervisors of the County of Fresno Date: 1/9/24

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By Alexandria Vieira Deputy

**Participation Agreement**  
**EXHIBIT A – PROGRAM DESCRIPTION**

- I. Name of Program:** Statewide Prevention and Early Intervention (PEI) Program
- II. Term of Program:** This is a twelve-month contract, beginning July 1, 2023, and terminating on June 30, 2024, with the option for early termination or extension as provided below.
- III. Program Objective and Overview:**

**Objective:**

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; administer grants to community organizations; develop local and statewide capacity building support and new outreach materials for counties, and community stakeholders. The primary focus of these programs is to promote mental health and wellness, suicide prevention, and health equity throughout California communities, with additional focus on diverse and/or historically underserved, unserved, or inappropriately served communities.

**Overview:**

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. Implementation of the PEI social marketing and public education campaign activities to expand and develop emotional wellbeing for Californians.
- b. Increase outreach and dissemination of programs and resources, including mental health engagement materials.
- c. Provide resources, technical assistance, and capacity building to County Behavioral Health Agencies and their partners.
- d. Implement youth engagement programs which increases awareness and knowledge about critical health topics like suicide prevention, mental health, and wellbeing.
- e. Provide expert 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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. 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.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County 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. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Transfer of full funding amount for the Program, including a Program Management Fee of fifteen percent (15%), in the amount of \$44,662.54 for FY 23-24, which Participant will pay pursuant to the schedule stated in Section V. B., below. Invoices shall be sent to Participant pursuant to the schedule stated in Section V. B.
  - 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. This is a twelve (12) month contract, beginning July 1, 2023 and terminating on June 30, 2024, with the option for early termination or extension, as provided below.
- 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 upon three (3) 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, to include Program Close Out. 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.
- B. Payment Terms:

Fiscal Year	Funds Due to CalMHSA	Funds to Program	Program Management Fee	Total Amount Due
FY 23-24	Upon Execution of the Agreement	\$297,750.26	\$44,662.54*	\$342,412.80
<b>Total:</b>				<b>\$342,412.80</b>

\*The Program Management Fee is 15% of total funds allocated to the Program.

- C. The Statewide PEI Take Action Campaign is part of a multi-county program. 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 connection with the provision of mental health services as it relates to this agreement.

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Statewide PEI

PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF FRESNO

AND

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No.: 4019-PEI-2023-FC Term: July 1,2023 through June 30,2024

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000  
Organization: 56304902 (\$342,413)  
Account/Program: 7295