

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

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

Name of Program: Central Valley Suicide Prevention Hotline

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 Special Terms and Conditions (optional)
- Appendix I Scope of Work

*The maximum amount payable under this Agreement is \$472,160.62.

3. The term of the Program is July 1, 2020 through June 30, 2021.

4. Authorized Signatures:

CalMHSA

Signed: [Signature] Name (Printed): John E. Chiquica, CPA, MBA, ARM

Title: Interim Executive Director Date: 5/6/2020

Participant:

Signed: [Signature] Name (Printed): Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors of the County of Fresno Date: 5-26-2020

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop Deputy

Fresno County Participation Agreement

PARTICIPATION AGREEMENT
Exhibit A – Program Description and Funding

- I. **Name of Program** – Central Valley Suicide Prevention Hotline (CVSPH)
- II. **Term of Program** – This is a one (1) year contract, with the option for early termination or extension as deemed appropriate with prior written notice and the availability of funds.
- Participants may extend the contract by written notice, served at least forty-five (45) days prior to expiration of current contract. Additionally, either party may withdraw from the Program upon six months' written notice. Notice shall be deemed served on the date of mailing.
- III. **Program Objectives and Overview-** The Central Valley Suicide Prevention Hotline (CVSPH) will be administered through CalMHSA on behalf of counties that are participating in and funding the program. It will serve as the primary suicide prevention hotline for these counties. As funding allows, CVSPH will continue to operate a 24/7 suicide prevention hotline accredited by the American Association of Suicidology, and will continue to answer calls through its participation in the National Suicide Prevention Lifeline. CVSPH will also maintain its hotline website, and will provide outreach and technical assistance to counties that are participating and funding the program. Based on county interest, additional activities may be added to this program and may include participating in the statewide Common Metrics program and expanding the hotline's ability to answer calls in other languages.
- IV. **Assignment of Funds** – Participant will assign at total funding amount, not to exceed, \$472,160.62 to CalMHSA, as a fiscal intermediary, in the implementation of following the Central Valley Suicide Prevention Hotline program.
- Upon cancellation, termination or other conclusion of this contract, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be distributed to Participant.
- V. **Compensation for Administration-** CalMHSA will be paid an administration fee of 9% of total program funding.

In the event of early termination due to dissolution of CalMHSA, CalMHSA will refund prepaid administrative fees equal to 9% of the undisbursed funds.

PARTICIPATION AGREEMENT
Exhibit B – General Terms and Conditions

I. Definitions

Throughout this Participation Agreement, the following terms are defined as follows:

- A. CalMHSA - California Mental Health Services Authority, a Joint Powers Authority created to jointly develop and fund mental health services and education programs for its Member Counties and Partner Counties.
- B. Member – refers to 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) – 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.
- D. Participant– County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- E. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for Participant in 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. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
 - 5. Execute a contract with Kings View Behavioral Health Systems to operate the Central Valley Suicide Prevention Hotline program on behalf of counties; communicate and share data and program reports with counties to ensure that the program is being implemented to their satisfaction. (See Appendix I for more information on the scope of work pertaining to this contract)
- B. Responsibilities of Participant:
 - 1. CalMHSA will invoice the Participant, on July 1, 2020, \$472,160.62, which Participant will pay within 30 days of receiving invoice.
 - 2. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.

3. Timely and complete submission in response to requests for information and items needed.
4. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.

III. Withdrawal, Cancellation and Termination

- A. The withdrawal of the Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program incurred during its period of participation.
- B. 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 distributed to Participant.

IV. Fiscal Provisions

- A. Funding required from the Participants will not exceed the amount stated in the Cover Sheet, however the parties may periodically agree in writing to revise the stated amounts based on factors such as the number of calls, costs of operations, etc.

V. 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.

Appendix I

Scope of Work for contract between CalMHSA, on behalf of Participant, and Kings View for the implementation of the Central Valley Suicide Prevention Hotline

On behalf of the Participant, CalMHSA will enter into a contract with Kings View Behavioral Health Systems (“Kings View”) to support the implementation of the Central Valley Suicide Prevention Hotline. As part of this contract, Kings View’s Scope of Work will include:

- Operating the Central Valley Suicide Prevention Hotline 24 hours per day, 7 days per week, in line with best practices for suicide crisis response
- Maintaining American Association of Suicidology accreditation
- Participating in the network of crisis hotlines through the National Suicide Prevention Lifeline
- Providing outreach and education to communities (as requested, or as funds are available)
- Participating in the Common Metrics data reporting program, administered through Didi Hirsch Suicide Prevention Center (dependent on program requirements and availability)
- Planning with Participant and CalMHSA to determine future direction and activities for the Central Valley Suicide Prevention Hotline
- Sharing data with Participant and CalMHSA, including call volume, on a regular basis
- Leveraging and utilizing materials from the Statewide Prevention and Early Intervention Programs administered through CalMHSA, particularly the social marketing materials

PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF FRESNO

AND

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No.: 553-2020-CVSPH-FC

Term: July 1, 2020 through June 30,2021

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Organization: 56304776 (\$472,160.62)

Account/Program: 7295/0