

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

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

Name of Program: Evaluation of PEI ("Prevention and Early Intervention") Initiatives

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.

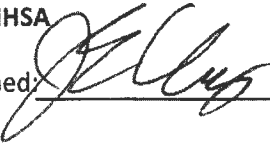
- Exhibit A Program Description and Funding
- Exhibit B General Terms and Conditions
- Appendix I Scope of Work

3. The maximum amount payable under this Agreement is \$533,010.00.

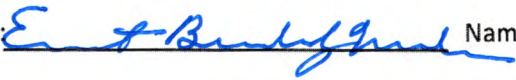
4. The term of the Program is July 1, 2020 through December 31, 2021.

5. Authorized Signatures:

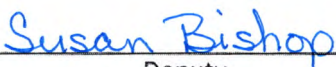
CalMHSA

Signed:  Name (Printed): John E. Chaquica, CPA, MBA, ARM  
 Title: Interim Executive Director Date: 5/6/2020

Participant:

Signed:  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:   
 Deputy

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

- I. Name of Program:** Evaluation of PEI Initiatives
- II. Term of Program:** This is an eighteen-month contract, beginning July 1, 2020 and terminating on December 31, 2021, with the option for early termination or extension as provided below.
- III. Program Objective and Overview:**
- Objective: Develop a standardized approach for prevention program assessment that can be feasibly implemented by programs; meet state requirements; is useful for program involvement; and can support county-level PEI evaluation, quality improvement, and decision-making about which programs to continue, eliminate, or expand.
- Overview:  
Engage an evaluator to assist the Fresno County Department of Behavioral Health (DBH) with evaluation of its Prevention and Early Intervention (“PEI”) programs. They will focus on the following programs:
- Community Gardens;
  - Youth Empowerment Centers;
  - Other prevention programs that are not suicide prevention including:
    - Culturally Based Access Navigation Services (CBANS);
  - Early intervention programs.
- IV. Funding** – Fresno County will provide funding in the amount of \$533,010.00, which includes a one-time program administration fee of 9% of total funding or \$47,970.90, paid to CalMHSA.

**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) – 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.
- 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 on the Cover Sheet.
- G. PEI – Prevention and Early Intervention

**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.
- 5. Execute a contract with RAND Corporation to help with improving program data quality and support county-level PEI evaluation, quality improvement, and decision-making.

**B. Responsibilities of Participant:**

- 1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this agreement.
- 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. The term of the Program is for eighteen (18) 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 withdrawal 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 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.

## **Appendix I**

### **Scope of Work for Contract between CalMHSA, on Behalf of Participant, and the RAND Corporation for Evaluation of PEI Initiatives.**

On behalf of the Participant, CalMHSA will enter into a contract with the RAND Corporation (“RAND”) to support the evaluation of PEI initiatives. As part of this contract, RAND’s Scope of Work will include performing the following tasks:

#### **TASK 1: Catalogue Vendor Activities**

RAND will interview vendors to understand the goals of their various activities. For each activity, RAND will catalogue the following:

- The needs activity(s) is addressing;
- Target populations(s);
- Goals and specific desired outcomes for activity(s);
- How activity(s) address points 1-3

#### **TASK 2: Develop Standard Outcome Measures**

RAND will work with Fresno County DBH to identify outcome measures taking into account the following:

- Ability to compare data across providers, across programs with similar objectives, and to existing benchmarks such as population surveillance survey or other counties;
- Available information on reliability, validity, and cultural appropriateness of measures;
- Implementation issues including minimizing the burden of data collection on program staff and participants, and feasibility of collecting representative post-intervention follow-up data on participants.

#### **TASK 3: Develop Tool for Collecting and Reporting Program Outcomes; Provide Technical Assistance to Support Data Collection Implementation and Data Quality Improvement**

RAND will develop a web-based database tool that allows providers to input data on their programs and also allows Fresno County DBH to generate reports on program performance.

#### **TASK 4: Evaluate PEI Programs**

RAND will evaluate the PEI programs in two phases:

- Phase 1 will focus on previously collected data, as available;
- Phase 2 will focus on newly collected data.

#### **TASK 5: Regular Meetings with Fresno County DBH Staff**

RAND will meet with key county staff on a regular basis, monthly at a minimum. The meetings will enable RAND staff to ask questions relevant to evaluation implementation and will enable Fresno County DBH to monitor progress, receive consultation, and learn about the evaluation process in order to inform future evaluation efforts.

PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF FRESNO

AND

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Agreement No.: 535-FCPEI-2020

Term: July 1, 2020 through December 31, 2021

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000  
Organization: 56304776  
Account/Program: 7295/0