

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

San Mateo County ("Participant") desires to participate in the Statewide Prevention and Early Intervention ("Statewide PEI") Program offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2023, through June 30, 2026 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description
Exhibit B	General Terms and Conditions
Exhibit C	County Specific Scope of Services and Funding

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

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.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a Program Management Fee of 15%, in the amount of \$28,504.00, for each Fiscal Year on July 1 of that year.

Payment Terms

Fiscal Year	Funds Due to CalMHSA	Funds to Program	15% Program Management Fee to CalMHSA	Total Amount Due
FY 23-24 (a)	July 1, 2023	\$165,238.00	\$24,786.00	\$190,024.00
FY 23-24 (b)	NA	\$152,552.00	NA	\$152,552.00
FY 24-25	July 1, 2024	\$165,238.00	\$24,786.00	\$190,024.00
FY 25-26	July 1, 2025	\$165,238.00	\$24,786.00	\$190,024.00
Total:				772,624.00

3. The maximum amount payable under this Agreement is \$570, 072.00.

4. County to confirm if funds payable under this agreement are:

- ☐ From a federal source or program (explain below) Amount \$ _____
- ☐ Restricted (explain below): Amount \$ _____

☐ Contingent (explain below):

Amount \$ _____

Explanation of Restriction(s):

_____.

*County confirms that aside from the above, there are no other funding restrictions.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/CAO Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Participation Agreement
EXHIBIT A – Detailed Program Description

Detailed Program Description:

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.
- f. Special Projects – See Exhibit C
 - i. Year 1, Project 1: El Rotafolio Train the Trainer
 - ii. Year 1, Project 2: Mental Health Month Marketing Campaign
 - iii. Year 2, Project 1: Data Visualization
 - iv. Year 2, Project 2: Mental Health Month Marketing Campaign
 - v. Year 3, Project 1: TBD
 - vi. Year 3, Project 2: Mental Health Month Marketing Campaign

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this 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 offered by CalMHSA under the Agreement as offered by CalMHSA.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. All payments are due within 30 days of a due date under this Agreement, an invoice or as applicable, 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. Follow any County requirements and assist as needed as set out in this Agreement.
 - 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. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) 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. 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. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other restrictions.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were 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 to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. 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, No Warranty and Indemnification

- A. **Limitation of Liability.** CalMHSA is responsible only for use of funds as instructed and authorized by participants. CalMHSA is not liable for damages (direct or consequential) beyond the amount of any funds payable identified on the Cover Sheet of this Agreement.
- B. **No Warranties.** Any platform, portal, apps or other services are provided 'as is' with no warranty except as required by law.
- C. **Indemnification.** Participant shall indemnify, hold harmless and defend CalMHSA, its officers, directors, employees, agents, members, and consultants from and against any and all claims, costs, losses, fees, penalties, fines, injury, damage(s) and liabilities arising from the services or work provided or to be provided under the Agreement.
- D. **No Responsibility for Mental Health Services.** 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.

Participation Agreement

EXHIBIT C –County Specific Scope of Services and Funding

I. Overview

San Mateo County will receive 1-2 Special Projects per Fiscal Year. These special project's goals are to support the San Mateo County Suicide Prevention Roadmap implementation. The term of this Statewide PEI Program is from October 1, 2023, through June 30, 2026. There is a special funding attached to the agreement in the amount of \$152,552 being rolled over from previous years of participation in the program. The total agreement is not to exceed \$772,624. CalMHSA is in possession of the \$152,552 and no further collection is required for the FY 2023-2024 (b)

II. County Specific Scope of Services

Fiscal Year 2023-2024 (a) Proposed Scope:

Project 1: El Rotafolio Reconozca las Señales Train-the-Trainer & Refresher

This project would offer training and a refresher course for facilitators of the El Rotafolio Reconozca las Señales workshop. This workshop is a two-hour suicide prevention presentation for Spanish-speaking community members that prepares community members to Know the Signs, Find the Words and Reach Out.

Deliverable 1: Contractor shall provide one (1) two-day train-the-trainer training for 10 or more participants identified by San Mateo County staff.

Deliverable 2: Contractor shall provide one (1) one-day refresher training for up to 10 facilitators identified by San Mateo County staff.

Deliverable 3: Contractor shall provide an end of year report that includes data entry and coordination, survey mailings, data analysis, and report writing with data and graphics.

Project 2: Mental Health Month Marketing Campaign

This project would support the development of a marketing campaign for May Mental Health Month (MHM) including, but not limited to, planning, development of a microsite, and social media content creation to effectively communicate the goals of May Mental Health Month.

Deliverable 1: Contractor shall develop a marketing campaign strategy.

Deliverable 2: Contractor shall develop a microsite and social media content.

Fiscal year 2023-2024 (b) Proposed Scope:

These funds are from former participation years and available to San Mateo County for the following proposed projects:

Project 3: PEI Program Template:

Provide counties with a standardized PEI program impact template for press releases, social and digital media, and email blasts.

Ensure counties collect and report data on the program's effectiveness at the local level.

Project 4: Large Scale Media Buys:

Implement large-scale media buys across various channels to reach a broad audience.

Leverage digital and social media platforms for maximum engagement.

Fiscal Year 2024-2025 Scope:

Project 1: Data Visualization & Short Videos

This project would support the development of visual means for presenting local San Mateo County suicide data to make the data more digestible and actionable for community partners and members. Local data could include suicide death, attempt, ideation, stigma and help-seeking data.

Deliverable 1: Contractor shall develop up to three (3) infographics.

Deliverable 2: Contractor shall develop PowerPoint presentation slides focused on suicide related data that could be used across various presentation to stakeholders, decision-makers and the community at-large.

Deliverable 3: Contractor shall develop up to two (2) short videos focused on sharing suicide data and action-oriented information; the goals and intended outcomes for the short videos will be determined in collaboration with San Mateo County staff.

Project 2: Mental Health Month Marketing Campaign

This project would support the development of a marketing campaign for May Mental Health Month (MHM) including, but not limited to, planning, development of a microsite, and social media content creation to effectively communicate the goals of May Mental Health Month.

Deliverable 1: Contractor shall develop a marketing campaign strategy.

Deliverable 2: Contractor shall develop a microsite and social media content.

Fiscal Year 2025-2026 Scope:

Project 1: TBD

Project 2: Mental Health Month Marketing Campaign

This project would support the development of a marketing campaign for May Mental Health Month (MHM) including, but not limited to, planning, development of a microsite, and social media content creation to effectively communicate the goals of May Mental Health Month.

Deliverable 1: Contractor shall develop a marketing campaign strategy.

Deliverable 2: Contractor shall develop a microsite and social media content.

III. Funding Allocation

	FY 2023-24	FY 2024-25	FY 2025-26	TOTAL
Funding for Projects	\$165,238.00	\$165,238.00	\$165,238.00	\$495,714.00

Fiscal Year 2023-2024 (a and b)		
Deliverables:	Due Date	Amount
Project 1 – Rotafolio: 1 two-day train-the-trainer	12/30/23	\$11,375.00
Project 1 – Rotafolio: 1 one-day refresher course for facilitators	3/31/24	\$1,500.00
Rotafolio: End of year report	6/30/24	\$4,500.00
Project 2 – Marketing Campaign: marketing strategy	3/31/24	TBD
Project 2 – Marketing Campaign: microsite and social media content	4/30/24	TBD
Project 3 – PEI Program Impact Template		
Project 4 – Large Scale Media Buys		
FY 23-24 Subtotal		\$165,238.00
Fiscal Year 2024-2025		
Deliverable:	Due Date	Amount
Project 2 - Data Visualization: up to 3 infographics	12/30/24	TBD
Project 2 - Data Visualization: slide deck	12/30/24	TBD
Project 2 – Data Visualization: up to 2 short videos	6/30/25	TBD
Project 2 – Marketing Campaign: marketing strategy	3/31/25	TBD
Project 2 – Marketing Campaign: microsite and social media content	4/30/25	TBD
FY 24-25 Subtotal		\$165,238.00
Fiscal Year 2025-2026		
Deliverable:	Due Date	Amount
<i>Project 1 - TBD</i>		
<i>Project 2 - TBD</i>		

Project 2 – Marketing Campaign: marketing strategy	3/31/26	TBD
Project 2 – Marketing Campaign: microsite and social media content	4/30/26	TBD
FY 25-26 Subtotal		\$165,238.00