

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
SAN MATEO COMMUNITY CARE EXPANSION (CCE) PROGRAM

COVER SHEET

San Mateo County (“Participant”) desires to participate in the Community Care Expansion (CCE) Program (“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 date of execution through March 31, 2027 (“Term”). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description and Responsibilities
Exhibit B	General Terms and Conditions

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

The Program will support sustainability of Board and Care facilities in San Mateo County to support Medi-Cal Beneficiaries’ recovery through the public mental health system of care through three components:

- Technical Assistance - Board and Care operators and management will receive financial operations capacity building from a financial consultant.
- Operational Subsidies – Board and Care facilities that complete Technical Assistance will receive funds to support the implementation of the technical assistance.
- Capital Infrastructure Improvement – Board and Care facilities will receive approval for capital improvement to preserve facilities that provide critical care.

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

The Program requires each County pay a Program Management fee in the amount of \$609,797.00 upon execution of this Agreement. The total amount of Program Funds under this Agreement is \$3,687,066.00 and the maximum amount payable under this Agreement is \$4,296,863.00.

		Amount
Program Funds	Operational Subsidy Grants	\$1,573,010.00
	Operational Subsidy Grants Project Consultants	\$176,700.00
	Capital Improvement Program (CIP)	\$1,760,656.00
	CIP Project Consultants	\$176,700.00
Subtotal		\$3,687,066.00
CalMHSA Program Management Fee (15%)		\$609,797.00
<b>Total</b>		<b>\$4,296,863.00</b>

**Participant’s Revenue Sources for Program Funds:**

State Preservation Funds: \$4,065,315.00

Local MHSA Funds: \$231,548.00

Total Funds: \$4,296,863.00

Authorized Signatures:

CalMHSA

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

Title: Executive Director

Date: 05/24/2024

Participant: San Mateo County

Signed: \_\_\_\_\_

Name (Printed): Dr. Jei Africa

Director, Behavioral Health and  
Title: Recovery Services

Date: \_\_\_\_\_

## Participation Agreement

### EXHIBIT A – Detailed Program Description and Responsibilities

#### Detailed Program Description:

The Program will include:

##### **Operational Financial Technical Assistance**

This may include review and analysis of income and expense figures, staffing ratios, and other information helpful to determine how potential operational subsidies could strengthen the long-term sustainability of the facility. A financial consultant with experience in operational budget management will provide the technical assistance and develop a plan for the participating Board and Care facilities.

##### **Operational Subsidy Grants**

Board and Care facilities may apply for this grant after completing Operational Financial Technical Assistance with the consultant identified by CalMHSA. The grant will allow for funds to be used for implementation of the technical assistance plan which may include but are not limited to:

- Updating or establishing financial policies and procedures.
- Completion of recommended or required training courses.
- Operational budget modification.
- Attending quarterly progress report and annual financial report reviews with CalMHSA project team to determine whether there are any concerns or red flags that could result in a suspension of dispersing funds, and monitoring of the resolution to assure the grantee has effectively addressed the root cause.

##### **Capital Improvement Program (CIP)**

Capital Improvement Projects will support the sustainability of Board and Care facilities through a competitive procurement process that will be facilitated by CalMHSA. Approved projects must ensure compliance with codes and standards, assure proper permits are secured, and fees are paid, as well as inspections completed.

#### Responsibilities:

##### **Operational Financial Technical Assistance**

CalMHSA shall:

- Identify financial consultant to provide technical assistance;
- Develop technical assistance structure;
- Develop technical assistance request documents;
- Receive approval from San Mateo County on technical assistance structure and documents;
- Develop and host technical assistance informational meeting for Board and Care facilities;
- Launch and complete initial technical assistance request;
- Coordinate technical assistance sessions and development of technical assistance sessions;
- Provide technical assistance plans to participating Board and Care facilities;
- Provide San Mateo Quarterly Project and Financial reports that include status of technical assistance projects and fund balances – both actual and encumbrances;
- Provide all required data and reporting; and
- Coordinate communications to Board and Care facilities per San Mateo's guidance.

Participant shall:

- Provide CalMHSA approval on technical assistance structure and documents;
- Provide CalMHSA communication protocols and contacts for Board and Care facilities; and
- Participate in project meetings with CalMHSA as mutually agreed upon between parties.

### **Operational Subsidy Grants**

CalMHSA shall:

- Develop Operational Subsidy Grants Request for Proposals (RFP);
- Receive approval from San Mateo County on RFP;
- Hold Bidders Conference for interested, approved Board and Care facilities;
- Launch and complete RFP process that results in an approved list of technical assistance implementation projects;
- Notify Board and Care facility management of awards;
- Execute agreements with Board and Care facilities;
- Provide San Mateo Quarterly Project and Financial reports that include status of technical assistance implementation projects and fund balances – both actual and encumbrances; and
- Provide all required data and reporting.

Participant shall:

- Provide CalMHSA approval on Operational Subsidy Grants RFP;
- Provide CalMHSA communication protocols and contacts for Board and Care facilities; and
- Participate in project meetings with CalMHSA as mutually agreed upon between parties.

### **Capital Improvement Program (CIP)**

CalMHSA shall:

- Develop competitive procurement process for capital improvement projects;
- Develop Request for Proposals (RFP) for interested, approved vendors;
- Receive approval from San Mateo County CCE Project Designee on RFP;
- Hold Bidders Conference for interested, approved vendors;
- Launch and complete RFP process that results in an approved list of vendors for the capital improvement projects that will be approved by San Mateo County;
- Notify vendors and Board and Care facility management of project awards;
- Execute agreements that ensure compliance with codes and standards, assure proper permits are secured and fees are paid, inspections completed, project is completed on time and within budget; and project budgets meet prevailing wage requirements; and
- Provide San Mateo Quarterly Project and Financial reports that include status of projects and fund balances – both actual and encumbrances.

Participant shall:

- Provide CalMHSA list of approved vendors;
- Provide CalMHSA list of Board and Care Capital Improvement Program projects;
- Provide CalMHSA approval on Capital Improvement Program RFP;
- Provide CalMHSA approval of Capital Improvement Program project list;
- Provide CalMHSA communication protocols and contacts for Board and Care facilities; and
- Participate in project meetings with CalMHSA as mutually agreed upon between parties.

**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.
- 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.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Provide full project plan within 30 days of execution of Agreement.
  - 2. Provide updates quarterly of encumbrances & actuals reports.
  - 3. Provide the Program as described in the Agreement.
  - 4. Act as the Fiscal and Administrative agent for the Program.
  - 5. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
  - 6. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 7. Comply with CalMHSA’s Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
  - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
  - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, 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 representative 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 to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. 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 share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- 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 any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by 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 on the Cover Sheet of this Agreement.

**VI. Indemnification.**

- A. **Indemnification.** 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 the indemnifying party's negligence or willful conduct 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.

- B. 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.