

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

San Bernardino County ("Participant") desires to participate in the Statewide Prevention and Early Intervention 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 execution, and continues 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

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

In partnership with participating members, this program will disseminate and direct Statewide Prevention and Early Intervention ("SWPEI") 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, and provide special projects, as requested by Participant. 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 maximum funding amount required of Participant for this Agreement is not to exceed \$2,340,308.00. This total maximum funding amount is comprised of \$1,432,829.70 for Program funding and \$252,852.30 for CalMHSA's Program Management Fee. The Participant is required to remit a payment of \$842,841.00 to CalMHSA upon execution of the Agreement. A second payment of \$842,841.00 will be due on July 1, 2025.

CalMHSA is currently in possession of \$654,626.00 of unspent funds from other previous Statewide PEI programs in which Participant participated ("Carryover Funds"). CalMHSA will apply the Carryover Funds to the maximum funding amount required of Participant through this Agreement.

The Carryover Funds, as stated above, are subject to audit and have not yet been finalized. The final Carryover Fund amount may increase or decrease due to adjustments resulting from the audit. In the event, the final audited Carryover Fund amount exceeds the amount of Carryover Funds stated in this Agreement, CalMHSA shall collaborate with Participant to either utilize or return the excess funds to the Participant. Conversely, in the event the final audited Carryover Fund amount is less than the Carryover Funds amount stated in this Agreement, CalMHSA reserves the right to invoice the Participant for the difference.

Authorized Signatures:

**CalMHSA**

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

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): Dawn Rowe

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): Dawn Martin

Title: County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): Dr. Georgina Yoshioka

Title: Director of Behavioral Health Date: \_\_\_\_\_

**Participation Agreement**  
**EXHIBIT A – Detailed Program Description**

**Detailed Program Description:**

The Program will 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. Implement 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. Engage with SWPEI vendors, including but not limited to RAND and Civilian, to fulfill efforts related to the SWPEI program.

**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 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. 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. 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 in 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.