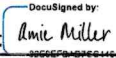


Community Driven Time Limited PEI Grant Program Tulare County
March 6, 2023


CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Tulare County ("Participant") desires to participate in the Program identified below. Name of Program: Community Driven Prevention and Early Intervention (PEI) Grant Program
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.
 - b Exhibit A Program Description and Funding
 - b Exhibit B General Terms and Conditions
 - b Exhibit C County Specific Scope of Services and Funding
3. The maximum amount payable under this Agreement is \$200,000.00.
4. Funds payable under this agreement are subject to reversion:
 - ☒ Yes: Reversion Date June 30, 2023
 - ☐ No.
5. The term of the Program is May 1, 2023 through June 30, 2023.
6. Authorized Signatures:

CalMHSA

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: 5/19/2023

Participant

Signed:  Name (Printed): Dennis Townsend
Title: Chair, Board of Supervisors Date: April 19, 2023

TULARE COUNTY AGREEMENT NO. 31188

Community Driven Time Limited PEI Grant Program
Tulare County
March 6, 2023

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

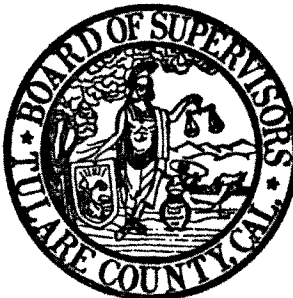
By *Jason T. Britt*
Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By *Charles W. Felix*
Deputy

Date: 4/18/23

Matter # 2023461



Community Driven PEI Grant Program
Tulare County
March 6, 2023

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

- I. Name of Program:** Tulare County Community Driven PEI Grant Program
- II. Term of Program:** May 1, 2023, through June 30, 2023
- III. Program Funding (Not to Exceed):** \$200,000.00
- IV. Program Objective:** To administer grant opportunities that are intended to build community capacity that addresses mental health needs and promotes mental health well-being, increase awareness of mental health services and resources, reduce stigma associated with mental health through prevention projects and/or activities within diverse communities.
- V. Program Overview:** This grant program opportunity will support community based, grass root organizations in their efforts in promoting mental wellness among unserved and underserved communities in Tulare County. The grant opportunity focuses on four of the PEI funding categories, as detailed in Exhibit C, County Specific Scope of Services and Funding.

Community Driven PEI Grant Program
Tulare County
March 6, 2023

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. 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.

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.
- 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.

Community Driven PEI Grant Program
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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 60-Days.
- 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 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. 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.
- B. Payment Terms – Lump sum payment of \$200,000.00 due upon agreement execution.
- C. 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 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

Community Driven PEI Grant Program

Tulare County

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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.

Community Driven PEI Grant Program
Tulare County
March 6, 2023

Participation Agreement Tulare County PEI Grant Program
EXHIBIT C –County Specific Scope of Services and Funding

I. County Specific Scope of Services

CalMHSA Responsibilities:	
Act as Fiscal Administrator:	<ul style="list-style-type: none"> • Management of accounting for grant funding • Management and accounting of funds received ensuring funds are consistent with the requirements of any applicable laws, regulations, guidelines and/or contractable obligations. • Records retention and administration of regular fiscal reports to participants and/or other public agencies with a right to such reporting.
Administrative Agent:	<ul style="list-style-type: none"> • Develop and release RFP grant opportunity. • Create and distribute RFP Evaluation and scoring matrix. • Management and Engagement of a diverse group of RFP evaluators. • RFP Evaluator selection and training • Review, score matrix and select awardees. • Notify awardees of selection decisions. • Plan and facilitate mandatory bidders conference. • Compliance with CalMHSA's Joint Powers Agreement and Bylaws. • To the extent there is privileged information shared between agencies, which is subject to protection under the HIPAA/PHI Act, CalMHSA shall implement all necessary measures in compliance with Act.
Program Management and Oversight:	Develop, execute, and monitor contracts with grant awardees that ensure grantees have developed program plans for this grant funded program that provide how their program plans to create lasting impact in the community.
Subcontractor Contract Management:	<ul style="list-style-type: none"> • Develop contract scopes of work, deliverables, and monthly expense reporting as appropriate. • Support grantees with program implementation once grantees are awarded. • Facilitate monthly contract monitoring calls with each grantee. • Assist grantees with meeting their program goals and lasting community impact requirement as appropriate during this grant period.
Data Collection and Reporting:	<ul style="list-style-type: none"> • Develop an evaluation protocol – for granted agencies and providers. • Create data management system – system functionality will include the ability to administer surveys, create data dashboards for reporting (both to counties and grantees) • Develop quarterly and annual reporting (timeline example below)
Report Review Timeline:	<ul style="list-style-type: none"> • Grantee Quarterly Report Submission – Due two weeks after the quarter end. • CalMHSA Awardee Report – Three-week development time. • CalMHSA Senior Program Management Review – Two-week review time. • CalMHSA Program Director Review – Two-week review time. • Submitted to county for review – Four-week review time. • Report finalized – One-week to make county revisions and finalize reporting.

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Technical Assistance:	<ul style="list-style-type: none"> Provide monthly technical assistance to awardees by coordinating individual monthly program calls with each grantee as appropriate during this grant period. <p><u>Provide the following training and education as needed:</u></p> <ul style="list-style-type: none"> Learning collaboratives, office hours, community education and cultural competency training, and other trainings based on grantee need. <p><u>Provide implementation support to new awardees.</u></p> <ul style="list-style-type: none"> Implementation support includes technical assistance focused on contract requirements, program implementation assistance, data collection set up, data collection trainings.
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County Responsibilities:	
Meeting Attendance:	<ul style="list-style-type: none"> Attend monthly meetings with Tulare County MHSA Coordinator and CalMHSA Senior Program Coordinator. County MHSA Program Manager to attend the program kick-off call, one call quarterly and the program closeout call. Attend special meetings to discuss requirements, special requests, challenges, collaborative action plans etc.
Progress Reports and Special Presentation:	<ul style="list-style-type: none"> Provide CalMHSA with a reporting schedule including report focus for annual reports, semi-annual reports, and CalMHSA presentations.
Review and Approval	<ul style="list-style-type: none"> Provide timely approval to CalMHSA on reports, special projects. Review any deliverables and/or work product and provide timely feedback to CalMHSA with a one-week minimum deadline

II. Funding Allocation

	Due upon Agreement Execution
One Time CalMHSA Administrative Fee (15%)	\$30,000.00
Grant Funding	\$170,000.00
Total	\$200,000.00