

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

Solano 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, 2025, 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 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:**

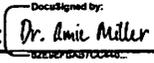
The maximum funding amount required of Participant for this Agreement is not to exceed \$87,378.00. This total maximum funding amount is comprised of \$87,378.00. for Program funding.

CalMHSA is currently in possession of \$87,378.00 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:  Dr. Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: 5/22/2025

Participant:

Signed: Bill Emlen  Name (Printed): Bill Emlen
Date: 06/30/2025 01:21 PM EDT
Title: County Administrator

Signed: Kelly Welsh  Name (Printed): Kelly Welsh
Date: 05/27/2025 01:59 PM EDT
Title: Deputy County Counsel

Signed: Emery Cowan  Name (Printed): Emery Cowan
Date: 05/28/2025 06:08 PM EDT
Title: Director, Health and Social Services

Participation Agreement
EXHIBIT A – Detailed Program Description

Under this Agreement, special projects will be provided on behalf of the Participant through the Statewide PEI Program. Special projects can include, but are not limited to, media buys, trainings, and outreach materials. These special projects will be determined at the discretion of the Participant based on needs, priorities, and planning in coordination with CalMHSA.

- I. Name of Program:** Statewide Prevention and Early Intervention
- II. Term of Program:** This contract will commence July 1, 2025, and continues through June 30, 2026, with the option for early termination or extension as provided below.

III. Program Objective and Overview:

Objective:

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 Statewide PEI efforts, and 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.

Overview:

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 Statewide 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. Produce customized marketing materials for Solano County preselected by program for targeted population and community wide campaigns.

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, Statewide 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. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 2. Follow any County requirements and assist as needed as set out in this Agreement.
 - 3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - 4. Provide feedback on Program performance.
 - 5. 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 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. 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 on the Cover Sheet of this Agreement.

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 Funding

	Amount
Mini Grants	\$50,000
Customized Marketing and Promotional Campaign Event Materials Funding	37,378
Total	\$87,378