

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.30  
(ID # 22928)

MEETING DATE:  
Tuesday, October 17, 2023

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Authorize Payment to California Mental Health Service Authority for the Mental Health Services Act Statewide Initiatives Annual Member Contribution, All Districts. [Total Cost \$1,497,582, up to \$49,991 in additional compensation annually, \$499,194 annually, 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize payment to California Mental Health Services Authority (CalMHSA) for the Mental Health Services Act (MHSA) Prevention and Early Intervention Statewide Initiatives, in the amount of \$499,194 annually for FY 2023/2024 through FY2025/2026 for a total cost of \$1,497,582 for three years with the option to pay up to ten percent (10%) of the total of the annual invoice in additional compensation.

ACTION:Policy

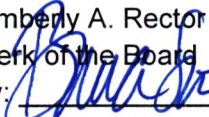
  
Matthew Chang, Director 9/25/2023

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 17, 2023  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 499,194	\$ 499,194	\$ 1,497,582	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% STATE</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-25-26</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

CalMHSA Statewide MHSA Prevention and Early Intervention (PEI) initiatives enhance the ability of Riverside County to meet the needs of our communities through effective and cost-efficient suicide prevention and student mental health programs. Riverside County's partnership in California's nationally - recognized Stigma and Discrimination Reduction Campaign is critical to achieving the transformation of mental health services by communicating to all Californians that help is available and recovery is achievable, thereby removing barriers to seeking help.

On August 31, 2010 (Agenda Item 3.60) and June 4, 2013 (Agenda Item 3.41), the Board of Supervisors approved the Joint Exercise Powers Agreement and subsequent Amendment that authorized the Director of Behavioral Health to administer the terms and conditions of the Joint Powers Agreement and authorized the assignment of Riverside County's portion of funds to participate in statewide programs. On January 23, 2018 (Agenda Item 3.22), the Board approved payment to CalMHSA in the amount of \$600,000 annually through FY2019/2020. On November 17, 2020 (Agenda Item 3.13), the Board of approved payment to CalMHSA in the amount of \$600,000 annually through FY2022/2023.

Since 2011, CalMHSA Member counties have worked together to implement statewide PEI programs to prevent suicides, reduce stigma and discrimination, and improve student mental health. The strategies and activities implemented are considered to be more efficient and cost-effective to conduct at a statewide level. In FY 2021/2022, the statewide programs had numerous significant impacts on Riverside County residents. For example:

- CalMHSA staff sought to reimagine the next iteration of the PEI Project towards one that is building off work done by Each Mind Matters to move California into a new Taking Action phase. The Take Action for Mental Health campaign helps individuals learn how to Take Action for the mental health of themselves and those around them through three pillars: Check In, Learn More, and Get Support.
- Take Action for Mental Health developed a new identity that included a brand toolkit, logo, collateral, resource materials, templates, and the launch of a new website.
- Take Action for Mental Health campaigns' 3 Earned Media Pushes (Take Action brand launch, Suicide Prevention, and Directing Change) included \$1,619,529.47 total earned in



CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Riverside County ("Participant") desires to participate in the Program identified below.  
Name of Program: Statewide Prevention and Early Intervention ("Statewide PEI")
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.
  - Exhibit A Program Description and Funding
  - Exhibit B General Terms and Conditions
  - Exhibit C County Specific Scope of Services and Funding
3. The maximum amount payable under this Agreement is \$1,497,582.00.
4. Funds payable under this agreement are subject to reversion:
  - Yes: Reversion Date \_\_\_\_\_
  - No.
5. The term of the Program is July 1, 2023 through June 30, 2026
6. Authorized Signatures:

**CalMHSA**

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

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

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): Matthew Chang, MD

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

**COUNTY COUNSEL**

Approved as to form

By: \_\_\_\_\_

Deputy County Counsel

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Statewide Prevention and Early Intervention (PEI)
- II. **Term of Program:** This is a thirty six-month contract, beginning July 1, 2023, and terminating on 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 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.

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. Continued implementation of the Take Action for Mental Health social marketing and public education campaign activities to expand and develop emotional wellbeing for Californians.
- b. Expand stakeholder partnership networks and promote grassroots stakeholder engagement with current and new community partners.
- c. To continue to increase outreach and dissemination of programs and resources, including mental health engagement materials.
- d. Provide resources, technical assistance, and capacity building to County Behavioral Health Agencies and their partners to support local PEI and leverage resources.
- e. Implement the annual Directing Change Program which increases awareness and knowledge about critical health topics like suicide prevention, mental health, and wellbeing through the medium of film and art.
- f. Provide expert data and evaluation of the reach of programs within counties and statewide.

**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, including an administrative fee of fifteen percent (15%), for a total administrative fee amount of \$74,879.10 for FY 23-24 and \$74,879.10 for FY 24-25 and \$74,879.10 for FY 25-26, which Participant will pay pursuant to the schedule stated in Section V. B., below. Invoices shall be sent to Participant pursuant to the schedule stated in Section V. B.
  - 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.

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. This is a thirty-six (36) month contract, beginning July 1, 2023 and terminating on June 30, 2026, with the option for early termination or extension, as provided below.
- 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:

Fiscal Year	Funds Due to CalMHSA	Funds to Program	15% Admin Fee to CalMHSA	Total Amount Due
FY 23-24	July 1, 2023	\$424,314.90	\$74,879.10	\$499,194.00
FY 24-25	July 1, 2024	\$424,314.90	\$74,879.10	\$499,194.00
FY 25-26	July 1, 2025	\$424,314.90	\$74,879.10	\$499,194.00
<b>Total:</b>				\$1,497,582.00

- C. The Statewide PEI Take Action Campaign is part of a multi-county program. 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 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.