

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. **Nevada County** (“Participant”) desires to participate in the Program identified below.
Name of Program: **Early Psychosis Intervention Project**

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.
 - þ Exhibit A Program Description
 - þ Exhibit B General Terms and Conditions
 - þ Exhibit C Funding

3. The maximum amount payable under this Agreement is \$1,864,145.
4. Funds are not subject to reversion. However, if any grant funds are unspent as of completion of Grant period, they are subject to be remitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) unless a grant extension has been approved.
5. The term of the Program is September 1, 2021 through June 30, 2025 .
6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____
Title: Board of Supervisors, Chair Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Early Psychosis Intervention Program
- II. **Term of Program:** This is a 46-month contract, beginning September 1, 2021 and terminating on June 30, 2025, with the option for early termination or extension as provided below.
- III. **Program Objective and Overview:**

Objective:

The goal of the Early Psychosis Intervention Program (EPI Program) is to ensure access to evidence-based early psychosis care in Nevada County through an innovative care model.

Overview:

Through a collaborative partnership, Nevada County partnered with CalMHSA and two other Counties (Mono and Alpine) to submit a proposal to the Mental Health Services Oversight and Accountability Commission’s Request for Proposals for the Early Psychosis+ Program (EPI+). This collaborative partnership created a multi-county innovative program which will create a Hub and Spokes model of early psychosis care for the participating counties. The three counties would serve as the “Spokes” and will serve as the primary contact point for individuals who may be in need of early psychosis care. UC Davis Early Diagnostic and Preventative Treatment (EDAPT) Clinic will serve as the “Hub” and provide telepsychiatric and therapeutic services to the individuals determined at the local level.

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. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. 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.
- 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.
- G. EPI- Early Psychosis Intervention. The program which is funded by the project, as part of funding provided by the Legislature as prescribed in AB 1315 (Mullin, 2017)
- H. UC Davis EDAPT- UC Davis EDAPT Clinic will serve as the telepsychiatry and therapeutic assistance provider for the EPI Program.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program. CalMHSA will accept funds directly from Nevada County to be made available to UC Davis EDAPT, in accordance with the services provided by UC Davis to Nevada County identified patients.
 - 2. Contract with UC Davis and require that UC Davis submit all appropriate and needed documentation of these services so that Nevada County can submit Medi-Cal claims for these services.
 - 3. Require that UC Davis effectively provides all services necessary for a comprehensive Early Psychosis Program. Specifically, CalMHSA will contract with UC Davis for psychiatry, therapy and other supportive services for Nevada County clients. In addition, CalMHSA will require that UC Davis participates in care coordination sessions with Nevada County staff and contractors involved with the EPI+ program.
 - 4. Contract with UC Davis for data collection and evaluation of the EPI+ program. CalMHSA will require that all critical data elements are tracked in accordance with

the expectations outlined by the Mental Health Services Oversight and Accountability Commission.

5. Coordinate regular meetings of key partners to ensure that the program operates successfully.
6. Develop contracts with Alpine and Mono Counties such that clients of these counties are able to access EPI+ services as appropriate.
7. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
8. Submit on behalf of UC Davis an annual Cost Report on the State Department of Health Care Services' mandated forms—in compliance with the Department of Health Care Services (DHCS) Cost Report manual—to County by September 30th, after the close of the fiscal year. CalMHSA may request extension of due date for good cause—at its discretion, County shall provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.
9. Provide regular fiscal and programmatic reports to Participant and/or other public agencies with a right to such reports. Reports will meet the needs of the program participants, in accordance with their contractual obligations to the Mental Health Services Oversight and Accountability Commission.
10. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of funds received from the MHSOAC, as agreed upon by the parties, for the Program as specified in Exhibit C, Funding, within 30 days of receiving funds from the MHSOAC.
2. Transfer Medi-Cal revenues from clinical services provided through UC Davis contract to CalMHSA.
3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Identify prospective program participants, conducting local outreach and marketing, coordinating care services with UC Davis, and providing or contracting for case management services and peer support services.
5. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
6. Provide feedback on Program performance.
7. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 46 months.

- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSAs 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 three (3) 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 CalMHSAs satisfies all obligations arising from the administration of the Program shall be returned to Participant, notwithstanding CalMHSAs' administration fees. 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 C, Funding.
- B. Payment Terms – Nevada County will receive all funds from the MHSOAC on behalf of the project. Upon receipt of these funds, Nevada County will send all program funds to CalMHSAs, minus funds to be used by Nevada County and its local contracted provider. The below payment terms may change based on the availability of funds received from the MHSOAC. If any grant funds passed through to CalMHSAs remain unspent at the end of the grant term CalMHSAs will issue the funds directly back to the MHSOAC by the timeframe specified by the MHSOAC. If any funds issued by Nevada County to CalMHSAs for any non-grant funded portion of services provided by UC Davis remain unspent at the end of the grant term CalMHSAs will issue the funds back to Nevada County within 30 days of grant closeout.

- i. Grant Years 1-3 (September 1, 2021 – August 30, 2024):
 - a. Nevada County will transfer annual advance amount, less the amount of funds to be used by Nevada County, to CalMHSAs upon receipt of funds from the MHSOAC.
 - b. Monthly in advance, or quarterly in advance if utilization is low, Nevada County will pay to CalMHSAs the projected non grant funded portion of services being provided by UC Davis.
- ii. Grant Year 4 (September 1, 2024 – June 30, 2025):
 - a. Nevada County will transfer quarterly advance amount, less the amount of funds to be used by Nevada County, to CalMHSAs upon receipt of funds from the MHSOAC.

- b. Monthly in advance Nevada County will pay to CalMHSA the projected non-grant funded portion of services being provided by UC Davis.
- iii. **NOTE:** CalMHSA’s Administrative Fee of \$170,560 will be collected on a yearly basis pursuant to Exhibit C, below.
- iv.
- 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.

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.

Participation Agreement
EXHIBIT C – Funding

I. Funding Allocation

Contract maximum is based on the following estimated budget:

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
MHSOAC Grant Funds	\$386,997	\$387,671	\$387,848	\$388,029	\$1,550,545
Medi-Cal	\$78,400	\$78,400	\$78,400	\$78,400	\$313,600
Total Program Funding	\$465,397	\$466,071	\$466,248	\$466,429	\$1,864,145
Administrative Fee	\$42,640	\$42,640	\$42,640	\$42,640	\$170,560

NOTE: The Total Program Funding listed in the table above is inclusive of a CalMHSA Administrative Fee of \$170,560, or 11% of Total Grant Funding. The Administrative Fee shall be collected by CalMHSA on a yearly basis upon receipt of funds, pursuant to the table above.

Budget amounts are based on projected funding allocations by fiscal year. Grand total for grant period shall not exceed the maximum amount payable listed on page 1.

Each fiscal year funding is based on services provided. Any funds not expended in a fiscal year will be rolled over to the next fiscal year.

Any grant funds not expended by the end of the grant term will be sent back to the MHSOAC, unless an extension is provided by MHSOAC.