

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Humboldt County (“Participant”) desires to participate in the Program identified below.

Name of Program: **Superior Regional Partnership – OSHPD WET Grant**

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
- Exhibit B General Terms and Conditions
- Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement is: **\$97,535.06**

4. Funds payable under this agreement are subject to reversion:

- Yes: Reversion Date _____
- X No.

5. The term of the Program is July 1, 2021 through June 30, 2025.

6. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: Humboldt County

Signed: _____ Name (Printed): _____

Title: Behavioral Health Director Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. Name of Program: Superior Regional Partnership – OSHPD WET GRANT

II. Term of Program: This is a 48-month contract, beginning July 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 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Overview: As outlined in the Office of Statewide Health Planning and Development (“OSHPD”) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected these three categories as their local priorities.

1. Loan Repayment

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the funds after they completed the service obligation determined by each County. Such service obligation period, however, may not be less than 12 months. Recipients will be able to apply for the award more than once.

2. Educational Stipend

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend, individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of a service obligation equal to full-time service in an approved position, for a period of not less than 12 months, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

3. Peer Scholarship

Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursuing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

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. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. 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. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
 - 3. Invoice participating counties for county match funds.
 - 4. Collect and hold county match funds.
 - 5. Confirm matching funds and provide Superior Regional Lead, Butte County, and HCAI with copies of all PAs, invoices, and required financial statements.
 - 6. Collect and hold OSHPD WET Grant Awards, as received from Superior Regional Lead, Butte County.
 - 7. Provide marketing materials and program guides for the programs.
 - 8. Manage awards for Loan Repayment, Educational Stipends and Peer Scholarships for contributing counties:
 - a. Assist counties in developing expanded eligibility criteria by January 1, 2022.
 - b. Assist counties in developing terms of agreement, including failure to meet/complete terms, by January 1, 2022.
 - c. Assist counties in developing loan repayment verification statements by January 1, 2022.
 - d. Review and score applications, using Participant’s eligibility criteria, and make recommendations to Participant of selected candidates.
 - e. Provide support and follow up with awardees:

- i. Obtain proof of eligibility by contacting the awardee’s supervisor and confirming hours and employment.
 - ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.
 9. Disbursement of funds to awardees
 - a. Disburse loans, stipends, and scholarships directly to awardees or institutions/ foundations.
 - b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations, as determined by Participant, to the project. Such service obligation period, however, may not be less than 12 months. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.
 - c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.
 10. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 11. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.
 12. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 13. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant Awards, to the Superior Region Partnership Counties.
 14. Comply with CalMHSA’s Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 3. Responsible for all assessments, creation of individual case plans, and providing or arranging for services.
 4. Provide feedback on Program performance.
 5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for forty-eight months.
- 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 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 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. Total County Match Funds
 - 1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is \$134,073.22.
 - 2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:
 - a. County Match Funds to be collected from Participant in the amount of **\$97,535.06**.
 - i. Funding required from Participant will not exceed the County Match Funds of \$97,535.06 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
 - and;
 - b. Participant's share of Superior Region Carryover Funds in the amount of \$36,538.16.
 - i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

- B. County Share of OSHPD Grant Award
1. County share of OSHPD Grant Award in the amount of \$304,688.27 shall be transferred to CalMHSA by the Superior Regional Lead, Butte County, to administer under the terms of the MOU executed on October 26, 2021, between Butte County and CalMHSA.
 2. NOTE. Under OSHPD Grant Agreement No. 20-10019 executed between OSHPD and Butte County, the OSHPD Grant Award shall be transferred to the Superior Regional Lead, Butte County, as outlined under Section E.1, Invoicing and Payment:
 - a. Participant’s share of OSHPD Grant Award in the amount of \$258,985.04 upon completion of deliverables outlined under Section E.1 of the OSHPD Grant Agreement.
 - b. Participant’s share of OSHPD Regional Grant Award in the amount of \$45,703.24 upon collection and verification of Region Match Funds, on or before July 31, 2024.
- C. Total County Funding of \$438,761.49 is inclusive of a CalMHSA Administrative Fee of 12.22% or \$53,634.28.
- D. 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 C, County Specific 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.

EXHIBIT C –County Specific Funding
Participation Agreement

Humboldt County Program Budget Allocation:

Program Funds Allocation for County	\$385,127.21
Administrative Fee	\$53,634.28
Total County Funding	\$438,761.49

Superior Region WET Regional Partnership Humboldt County Grant Match:

County Share of OSHPD Grant Award	\$304,688.27
Total County Match Funds	\$134,073.22
Total County Funding	\$438,761.49

Note: The above “Total County Funding” is inclusive of a \$53,634.28 CalMHSA Administrative Fee.