

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Santa Barbara County (“Participant”) desires to participate in the Program identified below.
Name of Program: Peer Support Specialist Certification
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. **Funding:** Not applicable. Subsequent phases may require funding which will be reflected in a future Participation Agreement.
4. **Term:** The term of the Program is January 1, 2022, through December 31, 2022.
5. Authorized Signatures:

CONTRACTOR: California Mental Health Services Authority

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

COUNTY OF SANTA BARBARA:

Signed: _____ Name: Joan Hartmann
Title: Chair, Board of Supervisors Date: _____

ATTEST:

Signed: _____ Name: Mona Miyasato
Title: County Executive Officer, Clerk of the Board Date: _____

RECOMMENDED FOR APPROVAL:

Signed: _____ Name: Antonette Navarro, LMFT
Title: Director, Behavioral Wellness Date: _____

APPROVE AS TO FORM: COUNTY COUNSEL:

Signed: _____ Name: _____

Title: Deputy County Counsel _____ Date: _____

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:

Signed: _____ Name: _____

Title: Deputy _____ Date: _____

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:

Signed: _____ Name: _____

Title: Risk Manager _____ Date: _____

Participation Agreement
EXHIBIT A – Program Description

- I. Name of Program: Peer Support Specialist Certification**
- II. Term of Program: January 1, 2022, through December 31, 2022**
- III. Program Objective and Overview:**

In alignment with Senate Bill 803, Beall (SB 803), the Department of Health Care Services (DHCS) established statewide requirements for the development of Medi-Cal certification programs of peer support specialist.

CalMHSA will implement a Medi-Cal Peer Support Specialist Certification program that is responsive to the needs of California's population under the Medi-Cal Specialty Mental Health and Drug Medi-Cal Organized Delivery Systems in accordance with DHCS [Behavioral Health Information Notice 21-041](#). CalMHSA anticipates a go-live date for the Peer Support Specialist Certification program by May 2022.

On behalf of counties, CalMHSA will implement and administer all components of the Peer Support Specialist Certification program, including required data collection and submission to DHCS, certification of peers, exam administration, investigations, and approval, auditing, and monitoring of training vendors. Although the Medi-Cal Peer Support Specialist Certification program is an optional benefit to counties, the Peer Support Specialist Certification program is available to any individual seeking to be recognized as a Certified Peer Support Specialist. The Medi-Cal Peer Support Specialist Certification benefit is an optional benefit to counties.

CalMHSA is seeking a contractual agreement with the DHCS for funding of the development and implementation of the Medi-Cal Peer Support Specialist Certification program. Additionally, the DHCS has expressed intent for limited funding for the certification of peers.

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. DHCS – Department of Health Care Services.
- 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 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, including:
 - i. Oversee and administer all training vendor contracts.
 - ii. Administer and score exam.
 - iii. Conduct program audits, investigations, actions, and appeals.
 - iv. Manage data collection and reporting to DHCS.
 - v. Administer other duties as needed.
 - 2. Manage funds provided by DHCS consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide regular 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. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - 2. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - 3. Provide feedback on Program performance.
 - 4. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 12 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 30-days' 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. Not Applicable.

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 – County Specific Scope of Services and Funding

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