

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

1. Santa Barbara County Department of Behavioral Wellness (“Participant”) desires to participate in the Program identified below.

Name of Program: **OSHPD WET GRANT – SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCH FUNDS**
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.

<input checked="" type="checkbox"/>	Exhibit A	Program Description and Funding
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
<input type="checkbox"/>	Exhibit C	County-Specific Scope of Services and Funding
3. The maximum amount payable under this Agreement is \$130,338.
4. The term of the Program is effective the date executed by the Parties through July 31, 2024 unless earlier terminated pursuant to this Participation Agreement.
5. Authorized Signatures:

SIGNATURE PAGE

PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA AND CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS PARTICPATION AGREEMENT TO BE EFFECTIVE UPON EXECUTION BY THE PARTIES THROUGH JULY 31, 2024.

COUNTY OF SANTA BARBARA:

Signed: _____ Name: Bob Nelson

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name: Alice Gleghorn

Title: Director, Dept. of Behavioral Wellness Date: _____

ATTEST: COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Signed: _____ Name: _____

Title: Deputy Clerk 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: _____

California Mental Health Services Authority:

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

Title: Executive Director Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. Name of Program: OSHPD WET GRANT – SOUTHERN COUNTIES REGIONAL PARTNERSHIP LOCAL MATCH FUNDS.

II. Term of Program: Begins effective the date executed by the Parties and terminates on July 31, 2024, unless earlier terminated pursuant to this Participation Agreement.

III. Program Objective and Overview:

In May 2020, the Southern Counties Regional Partnership (SCRP) members approved for Santa Barbara County Department of Behavioral Wellness (BWell), as SCRCP Fiscal and Administrative agent, to submit an Office of Statewide Health Planning and Development (OSHPD) Workforce Education and Training (WET) Regional Partnerships (RP) Grant application on behalf of the SCRCP for a 6-year grant to fund programs that oversee training and support of the Public Mental Health System (PMHS) workforce.

BWell was awarded the OSHPD WET SCRCP Agreement No. 20-10018 (Agreement) for the period of February 15, 2021 through June 30, 2026, in the amount of \$15,340,829, consisting of \$11,534,457 in grant funds and per the 2019 State Budget Bill, requiring local matching funds by RP members in the amount of \$3,806,372 to support WET Plan programs.

In January 2021, SCRCP entered into a WET SCRCP MOU First Amendment to reaffirm the collaborative relationship between all of the Southern Counties to conduct activities outlined in the OSHPD Regional Partnership for the period of December 2, 2014 through June 30, 2026. It confirms that by July 31, 2024, the SCRCP members shall contribute their predetermined share of local matching funds in the OSHPD Agreement No. 20-10018 calculation, used for allocation of funding.

The OSHPD Agreement requires documentation from a fiscal intermediary to certify the collection of local funds on behalf of the Grantee in the southern region. CalMHSA, as a joint power of authority, acts as an administrative agent for county behavioral health departments, including Santa Barbara, to represent county state mental health programs, and has the authority to act as the fiscal intermediary in accordance with the Agreement.

Therefore, in March 2021, CalMHSA and BWell entered into a Memorandum of Understanding (MOU) No. 639-WET 2020-SR for CalMHSA to be the fiscal intermediary to execute Participation Agreements for the OSHPD WET SCRCP local matching funds, collect the funds, provide certification, and remit the matching funds to BWell to implement Workforce Education and Training (WET) activities from February 15, 2021 through June 30, 2026.

IV. Funding: Participant will provide their one-time predetermined payment of local matching funds no later than July 31, 2024 in the amount of \$130,338, in accordance with the WET SCRCP FY 14-26 MOU Amendment 1 – Attachment 2.

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 a 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 agent for the collection of the matching funds.
 - 2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
 - 3. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
 - 4. Confirm matching funds and provide BWell and OSHPD with copies of all PAs, invoices, and required financial statements.
 - 5. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 6. Distribute matching funds to the Southern Counties Regional representative (Santa Barbara County Department of Behavioral Wellness) per its direction.
 - 7. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
 - 8. Provide a signed certification confirming that the 33 percent matching funds have been deposited in the Grantee's bank account that is authorized for Regional Partnership activities.

B. Responsibilities of Participant:

1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding.
2. Provide CalMHSAs and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Cooperate by providing CalMHSAs with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program date executed by the Parties through July 31, 2024 unless earlier terminated pursuant to this Participation Agreement.
- 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 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 CalMHSAs 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 within thirty (30) business days of the cancellation, termination, or other conclusion of this Program.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – County shall submit payment in full within 30 days of receipt of an invoice from CalMHSAs.

- 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 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.

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.

VII. Designated Representative

Behavioral Wellness, Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. CalMHSA, Executive Director, Amie Miller at phone number 916-859-4818 is the authorized representative for CalMHSA. Changes in designated representatives shall be made only after advance written notice to the other party.

VIII. Notices

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Cal MHSA: Amie Miller, Executive Director
California Mental Health Services Authority
P.O. Box 22967
Sacramento, CA 95822
Telephone: 888-210-2515
Fax: 916-859-4805

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

IX. Non-Assignment.

Neither Party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

X. Severability.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement and Amendment.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Cal MHSA's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

XII. Execution of Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.