

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. San Mateo County (“Participant”) desires to participate in the Program identified below.
Name of Program: **Greater Bay Area Regional Partnership – Office of Statewide Health Planning and Development (OSHDP) Workforce Education and Training (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.

<input checked="" type="checkbox"/>	Exhibit A	Program Description
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
<input checked="" type="checkbox"/>	Exhibit C	County Specific Funding
3. The maximum amount payable under this Agreement is: **\$246,023.20**
4. Funds payable under this agreement are subject to reversion:

<input checked="" type="checkbox"/>	Yes: Reversion Date June 30, 2030
<input type="checkbox"/>	No.
4. The term of the Program is July 1, 2021 through June 30, 2025.
5. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: _____

Participant: San Mateo County

Signed: _____ Name (Printed): Don Horsley

Title: Board of Supervisors, President Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: Greater Bay Area 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 OSHPD 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health systems (PMHS) through a framework that engages Regional Partnerships and supports individuals through five 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 OSHPD 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories. The Greater Bay Area Region (“GBA”) consists of Alameda, Contra Costa, Marin, Monterey, Napa, San Francisco, San Mateo, San Benito, Santa Clara, Solano, Santa Cruz Counties and the City of Berkeley. Categories one and two are GBA’s priorities. San Mateo County’s additional scope of work may include all five categories.

1. Loan Repayment Program

Eligible individuals include PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received scholarships and/or stipends. Considerations may be made in the following factors when determining award amounts: applicants who previously received scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. GBA shall determine the amount they award and length of volunteer or paid work commitment.

2. Clinical Master and Doctoral Graduate Education Stipend

Eligible students will receive funding for post-graduate clinical master and doctoral education work performed in a local PMHS agency. GBA selects students in advance of their final year of education, giving consideration to applicants who previously received a WET scholarship. GBA shall determine the amount they award and length of volunteer or paid work commitment.

3. Undergraduate College and University Scholarships

San Mateo County plans to implement Scholarships program to provide scholarships to undergraduate students in exchange for service learning received in a PMHS agency. The scholarship level would depend on the student’s academic aspirations (including

certificate, associate degree, and bachelor's degree), pre-placement training and education received, lived experience, and/or other possible factors.

4. Pipeline Development

Pipeline program(s) will be designed using best practices. Models being considered by San Mateo County include the following:

- a. Academic Support: Develop curriculum strategies to convey current and emerging behavioral healthcare topics to the identified target population with the aim of introducing program participants to and preparing them for PMHS careers. Emerging topics include mental health and criminal justice, mental health and substance use integration, value-based payment models, whole health outcomes and quality improvement, population health, etc.
- b. Career Development: Provide target populations paid opportunities to gain experience in the PMHS through activities, such as career shadowing, to introduce program participants to and prepare them for PMHS careers. Work with PMHS mental/behavioral health management and leaders in county and contract CBOs to provide paid jobs and volunteer experience. The experience should place an emphasis on MHSA values development, outcome-driven clinical skill development, and leadership development for the target population.

5. Retention Activities

San Mateo County will be developing opportunities that increase the likelihood that staff will remain in the PMHS workforce. Activities being considered include enhancing worker's day-to-day experiences; supporting staff development; strengthening management and supervision strategies; and improving multi-cultural organizational climate.

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.

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. Collect local match funds and OSHPD WET Grant funds.
 - 4. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 5. Confirm matching funds and provide OSHPD with copies of all PAs, invoices, and required financial statements.
 - 6. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 7. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant funds, to the GBA Region Partnership Counties.
 - 8. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
 - 9. Report on program outcomes and complete deliverables as provided in Office of Statewide Health Planning and Development ("OSHPD") Grant Agreement No. 21-20111 under section C.4.

B. Responsibilities of Participant:

1. Transfer of full funding amount for the Program as specified in Section V Fiscal Provisions, including administrative fee, 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.
6. Provide periodic reports to CalMHSA and/or OSHPD as provided in the OSHPD Grant Agreement No.21-20111, to assist CalMHSA in their Annual Report process.

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 prior to and including the effective date of Participant's withdrawal from 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 as follows:
- B. Payment Terms. The total county match amount of \$246,023.20 is due by Participant upon execution of this agreement.

- a. NOTE: The following funds are to be paid to CalMHSA by OSPHD, as outlined under section E.1, Invoicing and Payment, of Exhibit D, OSHPD Grant Agreement No. 21-20111.
 - i. Participant's share of OSHPD Grant Award in the amount of \$633,695.95 is due to CalMHSA upon completion of deliverables as outlined under section E.1, Invoicing and Payment, of Exhibit D, OSHPD Grant Agreement No. 21-20111.
 - ii. Participant's share of OSHPD Grant Award in the amount of \$111,828.70, is due to CalMHSA on or before July 31, 2024.
 - iii. Total county funding of \$991,547.85 is inclusive of a CalMHSA Administrative Fee of 13.04% or \$129,332.33.
- 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 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

San Mateo County Program Budget Allocation:

Program Funds Allocation for County	\$862,215.52
Administrative Fee	\$129,332.33
Total County Funding	\$991,547.85

GBA Region WET Regional Partnership San Mateo County Grant Match:

County Share of OSPHD Regional Grant Funds	\$745,524.65
County Match Funds Collected under this Agreement	\$246,023.20
Total County Funding	\$991,547.85

Note: The above “Total County Funding” is inclusive of a \$129,332.33 CalMHSA administrative fee.