

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Fresno County ("Participant") desires to participate in the Program identified below.

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

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by OSHPD No. 20-10015, CalMHSA's Joint Powers Agreement and its Bylaws, and this Participation Agreement, including the following Exhibits:


- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C County Specific Funding
- Exhibit D OSHPD Grant Agreement No. 20-10015

3. The maximum Participant match funds payable under this Participation Agreement is: \$377,667


4. The term of the Program is September 15, 2020 through June 30, 2026.


5. Authorized Signatures:

CalMHSA

DocuSigned by:
 Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
45351085C7E34BA...
 Title: Executive Director Date: 12/6/2021

Participant: Fresno County

Signed:  Name (Printed): Steve Brandau
 Title: Chairman of the Board of Supervisors Date: December 14, 2021
of the County of Fresno

Signed:  Name (Printed): Bernice E. Seidel
 Title: Clerk of the Board of Supervisors Date: December 14, 2021
County of Fresno, State of California

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

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

II. Term of Program: This is a 68.5-month contract, beginning September 15, 2020 and terminating on June 30, 2026, 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 systems (“PMHS”) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline development, Loan Repayment, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipend, 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 Central Region - consisting of Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo counties selected their local priorities. On behalf of the Central Region, the County of Fresno submitted a grant funding application to OSHPD, which described the Central Region’s local priorities and the funding sought to implement those priorities.

As a result of the grant application submitted to OSHPD by the County of Fresno, on behalf of the Central Region, OSHPD awarded a Regional Partnership Agreement (Agreement No. 20-10015) to the County of Fresno, on behalf of the Central Region. Agreement No. 20-10015 (hereinafter referred to as the “Grant Agreement”) provides a grant award amount of \$6,615,967.75, conditioned on a 33% local match of \$2,183,269.36. A copy of the Grant Agreement is attached hereto as Exhibit D and incorporated herein by this reference.

The County of Fresno, in its capacity as Lead County for the Central Region Counties, entered into a Memorandum of Understanding (hereinafter referred to as the “CalMHSA MOU”) with CalMHSA to provide services to the County of Fresno and the Central Region Counties as a third-party administrator of the Grant Agreement to serve as the third-party fiduciary agent and program support for the Grant Agreement deliverables.

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 – The County executing this Participation Agreement.
- F. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:

CalMHSA shall:

1. Act as the Fiscal and Administrative agent for the Program.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations, including the Agreement No. 790-WET-2021-Central (hereafter, “Central Region WET RP MOU”).
4. Confirm matching funds and provide the Central Regional Partnership 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. Oversee compliance with Exhibit D and individual Participation Agreements by Central Region Counties.
7. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant funds, to the Central Region Partnership Counties.

8. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
1. Participant shall comply with the provisions of Exhibit D while participating in the Program.
 2. Participant shall transfer the total match amount to CalMHSA as specified in section V Fiscal Provisions, including administrative fee, which Participant will pay upon execution of this agreement.
 3. Participant shall provide CalMHSA, the County of Fresno, and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 4. Participant shall be responsible for all assessments, creation of individual case plans, and providing or arranging for services required of the Program Participant with OSHPD WET Grant funds.
 5. Participant shall provide feedback on Program performance.
 6. Participant shall comply with applicable laws, regulations, guidelines, JPAs and bylaws, and contractual agreements, including Exhibit D of this Participation Agreement.

III. Duration, Term, and Amendment

- A. The term of the Program is for 68.5 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 or arising due to their termination of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any Participant match funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to the Participant, less any administrative fees reasonably earned in proportion to the work performed on this program and deliverables completed pursuant to the terms of this Participation Agreement and Exhibit D attached hereto.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated as follows:
- B. Payment Terms –

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- a. County Match: The total match amount of \$377,667 is due by Participant to CalMHSA upon execution of this agreement.
- b. NOTE: The following funds are to be paid to CalMHSA by the Central Region Lead, Fresno County, on behalf of Participant as outlined under section C (County Responsibilities) of Agreement No. 790-WET-2021-Central OSPD WET Grant – Central Region.
 - i. Participant’s share of OSHPD Grant Award in the amount of \$972,778.65, will be paid to CalMHSA by the Central Region Lead, Fresno County, as specified in the Central Region WET RP MOU.
 - ii. Upon receipt from HCAI, Participant’s remaining 15% share of OSHPD Grant Award in the amount of \$171,666.82, shall be paid to CalMHSA by the Central Region Lead, Fresno County as specified in the Central Region WET RP MOU.
 - iii. Total funding of \$1,522,112.47 is inclusive of a CalMHSA Administrative Fee of 13.04% or \$198,536.41.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible for using all funds it receives, both Participant’s County match as well as Participant’s share of OSHPD Grant Award, in accordance with this Participation Agreement and the Central Region WET RP MOU. CalMHSA is not liable to Participant under this Participation Agreement for damages beyond the total amount of Participant’s County match funds received by CalMHSA as well as Participant’s share of OSHPD Grant Award funds received by CalMHSA.
- 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 and the other Central Region Counties for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.
- C. Each party agrees to indemnify, save, hold harmless, and upon request, defend the other party, its officers, agents, and employees from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to the other party in connection with the performance, or failure to perform, by the indemnifying, its officers, agents, or employees under this Participation Agreement, including Exhibit D, and from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the indemnifying party, its officers, agents, or employees under this Agreement, to the extent that the indemnifying party’s performance, or failure to perform, was negligent, reckless or intentional.

- D. INSURANCE. Without limiting the COUNTY's right to obtain indemnification from CalMHSA or any third parties, CalMHSA, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

Professional Liability

If CalMHSA employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CalMHSA agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

CalMHSA shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CalMHSA's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. CalMHSA hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CalMHSA is solely responsible to obtain any endorsement to such

policy that may be necessary to accomplish such waiver of subrogation, but CalMHSA's waiver of subrogation under this paragraph is effective whether or not CalMHSA obtains such an endorsement.

Within Thirty (30) days from the date CalMHSA signs and executes this Agreement, CalMHSA shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Elizabeth Barreneche, 1925 E. Dakota Ave., Fresno, CA 93726, or email dbhcontractedservicesdivision@fresnocountyca.gov, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CalMHSA has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CalMHSA's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CalMHSA fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

- VII. **Electronic Signature:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the

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requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

**EXHIBIT C –County Specific Funding
Participation Agreement**

Fresno County Program Budget Allocation:

Program Funds Allocation for County	\$1,323,576.06
Administrative Fee	\$ 198,536.41
Total County Funding	\$1,522,112.47

Central Region WET Regional Partnership Fresno County Grant Match:

County Share of OSPHD Regional Grant Funds	\$1,144,445.47
County Match Funds Collected under this Agreement	\$377,667.00
Total County Grant Funds	\$1,522,112.47

Note: The above “Total County Funding” is inclusive of a \$ 198,536.41 CalMHSa Administrative Fee.