

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Nevada County (“Participant”) desires to participate in the Program identified below.
Name of Program: **Superior Regional Partnership – HCAI WET Grant**
2. The Participation Agreement No.1011-WET-2021-NC is hereby amended by replacing Exhibits B and C in their entirety with the amended Exhibits B1 and C1 attached hereto.
3. The maximum amount payable under this Agreement is: **\$71,381.50**
4. Funds payable under this agreement are subject to reversion:
 Yes: Reversion Date 6/30/2031
 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., LMFT
Title: Executive Director Date: _____

Participant: Nevada County

Signed: _____ Name (Printed): _____
Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): _____
Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____
Title: Director, Mental Health Department Date: _____

Participation Agreement
EXHIBIT B1 – 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. CIBHS – Third-party administrator engaged by Lead County to act as the fiscal and administrative agent for Retention Activities under this Program.
- C. HCAI – Department of Health Care Access and Information (formerly the Office of Statewide Health Planning and Development (“OSHPD”)), a service organization focused on improving healthcare systems including workforce development and is the primary funder for this program.
- D. Lead County – the County of Butte, in its capacity as Lead County for the Superior Region Counties to administer HCAI Grant Agreement No. 20-10019.
- E. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- G. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA for Loan Repayment, Educational Stipends and Scholarships:
 - 1. Act as the Fiscal and Administrative agent for loan repayment, stipends and scholarships.
 - 2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
 - 3. Invoice participating counties for county match funds upon execution of the Participation Agreements.
 - 4. Collect and hold county match funds.
 - i. County match funds collected for Retention Activities will be held and administered by CIBHS.
 - 5. Confirm match funds and provide Lead County and HCAI with copies of all PAs, invoices, and required financial statements.

6. Collect and hold HCAI WET Grant Award funds for loan repayment, stipends and scholarships, as received from Lead County, until such time as they are disbursed to awardees.
7. Manage awards for loan repayments, stipends and scholarships for contributing counties:
 - a. Assist counties in developing expanded eligibility criteria.
 - b. Review and score applications according to eligibility criteria and scoring criteria.
 - c. Communicate with applicants about award decisions and next steps.
 - d. Assist counties in developing terms of agreement, including failure to meet/complete terms.
 - e. Assist counties in developing loan repayment verification statements.
 - f. 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.
8. Disbursement of funds to awardees
 - a. Disburse funds allocated to loan repayment, stipends, and scholarships directly to awardees or institutions/ foundations.
 - b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. 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.
9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.
11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
12. Oversee loan repayment, stipends and scholarships fund distribution and management to include both match funds and HCAI WET Grant Awards, to the Superior Region Partnership Counties.

13. 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. Provide CalMHSA with eligibility and scoring criteria requirements and application window periods as applicable.
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 \$98,122.12.
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 \$71,381.50.
 - i. Funding required from Participant will not exceed the County Match Funds of \$71,381.50 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
 - ii. NOTE: The portion of the County Match Funds collected allocated for Retention Activities in the amount of \$12,891.71 shall be administered by CIBHS.
 - and;
 - b. Participant's share of Superior Region Carryover Funds in the amount of \$26,740.62.
 - i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

B. County Share of HCAI Grant Award

1. County share of HCAI Grant Award in the amount of \$210,095.87 shall be administered by CalMHSA under the terms of the MOU Amendment fully executed on June 3, 2022, between Lead County and CalMHSA.
2. NOTE. Under HCAI Grant Agreement No. 20-10019 executed between HCAI and Lead County, the HCAI Grant Award shall be transferred to the Lead County, as outlined under Section E.1, Invoicing and Payment:
 - a. 85% of Participant's share of HCAI Grant Award upon completion of deliverables outlined under Section E.1 of the HCAI Grant Agreement.
 - b. 15% of Participant's share of HCAI Regional Grant Award upon collection and verification of Region Match Funds, on or before July 31, 2024.

C. Total County Funding administered by CalMHSA in the amount of \$308,217.99 is inclusive of a CalMHSA Administrative Fee of \$39,252.51.

- 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 C1 –County Specific Funding
Participation Agreement

Nevada County Program Budget Allocation
Administered by CalMHSA for
Loan Repayment, Educational Stipends and Scholarships

County Program Funds Administered by CalMHSA	\$268,965.48
Administrative Fee	\$39,252.51
Total County Funding Administered by CalMHSA	\$308,217.99

HCAI Grant and County Match Funds
Administered by CalMHSA for
Loan Repayment, Educational Stipends and Scholarships

County Share of HCAI Grant Award Administered by CalMHSA	\$210,095.87
Total County Match Funds Collected	\$98,122.12
Total County Funding Administered by CalMHSA*	\$308,217.99

Note: *The above “Total County Funding” is inclusive of a \$39,252.51 CalMHSA Administrative Fee.